

THIS AGREEMENT made in triplicate this 23<sup>rd</sup> day of February, 2011

BETWEEN:

THE CORPORATION OF THE TOWN OF PELHAM

Hereinafter called "Municipality"

OF THE FIRST PART

- AND -

THE WELLAND & DISTRICT HUMANE SOCIETY

Hereinafter called "Society"

OF THE SECOND PART

**WHEREAS** the Municipality deems it necessary to enter into an agreement with the Society for the provision of certain services offered by the Society which address those animals dealt with in the Municipality's by-laws referred to below and in accordance with those services set out in Schedule A (the "Animal Control") collectively for those animals located in the boundaries 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 Animal Control related calls after hours for the Municipality on an emergency basis only.
3. The Society shall perform all Animal Control Services on behalf of the Municipality in accordance with provisions of its Dog Control By-law (By-law#97-2010) and its Animals at Large By-law (By-law #2174) currently in place, as approved by the Council of the Municipality, and as amended from time to time.
4. In the event that either or both of the abovementioned by-laws are amended then this agreement shall be amended accordingly to reflect any necessary changes to the Society's obligations to provide the Animal Control provided that such amendments are minor in nature and do not significantly increase the obligations of the Society or its costs to provide such services or if not minor in nature then the Society has consented to the necessary changes to its obligations pursuant to this agreement.
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 Dog Control 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: \$ 7,248.75 to a maximum of \$ 28,995.00 for the year 2011, \$ 7,775.00 to a maximum of \$ 31,100.00 for the year 2012, \$ 8,075.00 to a maximum of \$ 32,300.00 for the year 2013 and \$ 8,200.00 to a maximum of \$ 32,800.00 for the year of 2014.

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 Society's 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 2011 until the thirty-first day of December 2014.
10. Either party may terminate this agreement upon ninety (90) days written notice.
11. The Municipality may terminate this agreement upon any breach by the Society of its obligations or covenants contained herein.
12. 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 Paragraphs 10 or 11.
13. Any notice, demand, acceptance or request provided for in this agreement shall be in writing and shall be deemed to be sufficiently given if personally delivered or sent by registered mail (postage prepaid) as follows:

To the Municipality at:

Town Clerk  
Town of Pelham  
P. O. Box 400  
20 Pelham Town Square  
Fonthill ON L0S 1E0

To the Society at:

Welland & District Humane Society  
60 Provincial Street  
Welland ON L3B 5W7

or as such other address as the party to whom such notice is to be given shall have last notified the party giving the notice in the manner provided in this paragraph. Any notice delivered to the party to whom it is addressed in this paragraph shall be deemed to have been given and received on the day it is so delivered at such address. Any notice mailed as aforesaid shall be deemed to have been given and received on the fifth day next following the date of its mailing .

14. 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.
15. 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.
16. This agreement shall be governed by and construed in accordance with the laws of the Province of Ontario.
17. 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.

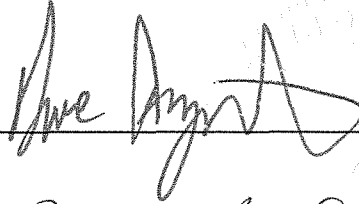
IN WITNESS WHEREOF the Municipality has hereunto affixed its seal under the hands of the Mayor and Clerk and the Society has duly affixed the hand and seal of its authorized officers.

SIGNED, SEALED AND DELIVERED

THE CORPORATION OF THE TOWN OF PELHAM

In the presence of

MAYOR

  
\_\_\_\_\_

CLERK

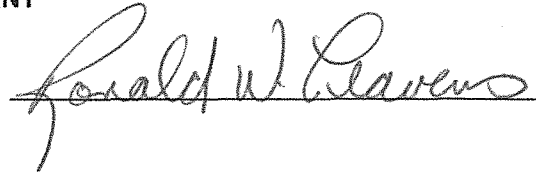
  
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WELLAND & DISTRICT HUMANE SOCIETY

MANAGER

  
\_\_\_\_\_

PRESIDENT

  
\_\_\_\_\_

## **SCHEDULE A**

### **Terms and Conditions for the Provision of Animal Control and Humane Services Provided by the Welland & District Humane Society (Society) For the Town of Pelham (Municipality)**

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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 Dog Control services in accordance with the provisions of the Dog Control By-law, currently in place.
4. Provide and maintain Animal Control services in accordance with the provisions of the Animals at Large By-law, currently in place.
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 Dog Control By-law currently in place and provide representation in court, in the enforcement of the Dog Control 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 paragraph 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.
4. The Municipality shall assume all costs associated with the seizing and keeping animals in accordance with its Animals at Large By-Law.