

THIS AGREEMENT made this 1st day of September, 1979.

B E T W E E N:-

THE CORPORATION OF THE CITY OF THOROLD

hereinafter called THOROLD

of the FIRST PART

- and -

THE CORPORATION OF THE TOWN OF PELHAM

hereinafter called PELHAM

of the SECOND PART

- and -

WELLAND AND DISTRICT SOCIETY FOR THE
PREVENTION OF CRUELTY TO ANIMALS

hereinafter called the SOCIETY

of the THIRD PART

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

1. Canine Control Officer

Thorold and Pelham shall, by appropriate by-laws, appoint the Society, Canine Control Officer for Thorold and Pelham during such time as this Agreement is in force.

2. Basic Services

The Society, as Canine Control Officer, agrees

(a) to provide at its expense to Pelham and Thorold, for the purposes of clause (c) of this section, one officer trained in Canine Control and under the supervision of the Shelter Supervisor of the Society between the hours of 8:00 a.m. and 5:00 p.m. (local time) on Mondays to Fridays throughout the year, statutory holidays excluded (hereinafter referred to as the hours of work);

(b) to provide and maintain at its expense for the purposes set forth in clause (c) of this section a one-ton cargo van, suitably identified, equipped with radio communication covering the range of Thorold and Pelham and insured against public liability and property damage to a minimum of \$500,000.00;

(c) to perform the following duties during the hours of work:-

(1) Generally to be responsible for the enforcement of the by-laws of Thorold and Pelham pertaining to the running at large of dogs;

- (2) To make two general patrols of Thorold and Pelham each week in the months of April through September inclusive and one general patrol of Thorold and Pelham each week in the months of October through March inclusive.
- (3) To act on all complaints of residents of Thorold and Pelham concerning dogs running at large;
- (4) To answer all inquiries relating to impoundment of dogs from Thorold and Pelham;
- (5) To lay informations deemed necessary for infractions of the applicable by-laws of Thorold and Pelham, or any of them;
- (6) To keep accurate records of dogs seized, killed and impounded, patrols made, actions taken and fees collected and to report the same to the Councils of Thorold and Pelham at (monthly) intervals.

3. Additional Services for Pelham

The Society agrees to perform, for Pelham only, the services specified in clauses (3) and (4) of section 2 (c) outside the hours of work, when so authorized and instructed by the Mayor, the Clerk or the Deputy Clerk of Pelham.

4. Remuneration to the Society

(1) Basic Remuneration. For the personnel, equipment and services set forth in section 2, Thorold and Pelham agree to pay to the Society the sum of \$19,500.00 per annum, hereinafter called the basic remuneration.

(2) Annual Review. The parties agree to an annual review of the basic remuneration. Following such review, Thorold and Pelham may, by resolution, agree to an increase in the basic remuneration to cover inflationary factors and additional costs not foreseen by the parties at the date of this Agreement.

(3) Additional Fees. Thorold and Pelham agree to pay to the Society, in addition to the basic remuneration, the following additional amounts:-

(a) \$5.00 for every voluntary penalty paid following the issue of a violation ticket pursuant to the applicable by-law;

(b) \$5.00 for each Court Summons issued to any person charged with an offence respecting a dog running at large.

(4) Services to Pelham. Pelham agrees to pay to the Society for any services described in section 3 the sum of \$30.00 plus 26¢ per mile for each complaint and inquiry investigated and dealt with.

5. Term of Agreement; Early Termination

(1) Term. This Agreement shall, unless sooner terminated pursuant to subsection (2), be in force for a period of three years computed from the date hereof.

(2) Termination by Notice. This Agreement may be terminated by

(a) the Society, or

(b) Thorold and Pelham, acting together but not alone upon six months' notice to that effect mailed by prepaid registered mail

(a) to the Society at its office, Provincial Street, Welland, Ontario L3B 5W7;

(b) to Thorold and Pelham at their respective municipal offices

and the date of mailing shall be deemed to be the date of delivery of the notice.

(3) Upon termination of this Agreement by notice under subsection (2) the basic remuneration shall be pro-rated to the date of termination.

(4) Compensation to Society. In case of early termination by Thorold and Pelham pursuant to subsection (2), Thorold and Pelham agree to compensate the Society, upon termination, for such portion of its capital expenditure incurred for the equipment mentioned in section 2 (b) as would have been recovered from the basic remuneration but for the early termination, and which cannot reasonably be recovered by any other means. The Society shall bear the responsibility of establishing the amount of compensation to which it may be entitled under this subsection.

6. Sharing of Costs Between Thorold and Pelham

Thorold and Pelham agree with each other as follows:-

(1) The basic remuneration paid to the Society in each calendar year shall be borne by them in the proportions that the respective populations of Thorold and Pelham are of the total population of Thorold and Pelham.

(2) For the purpose of determining the populations of Thorold and Pelham in any calendar year, the census provided in that year pursuant to section 23 of The Assessment Act, R.S.O. 1970 Chapter 32 shall be deemed conclusive.

(3) Fees payable under clauses (a) and (b) of section 4 (3) shall be paid by the municipality for whom the violation ticket or summons was issued.

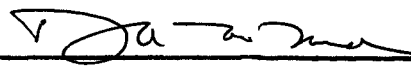
(4) Fees payable under section 4 (4) shall be paid by Pelham.


(5) Any compensation payable under section 5 (3) shall be borne by Thorold and Pelham in the manner set forth in subsection (1).

IN WITNESS WHEREOF the parties hereto have hereunto affixed their respective corporate seals by the hands of their proper officers duly authorized in that behalf.

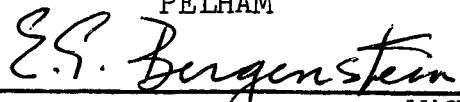
SIGNED, SEALED AND DELIVERED)
in the presence of:-)

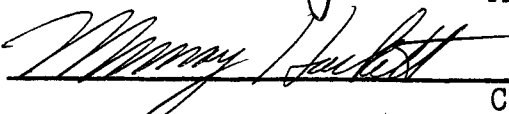
THE CORPORATION OF THE CITY OF
THOROLD


MAYOR


CLERK


THE CORPORATION OF THE TOWN OF
PELHAM


MAYOR


CLERK

WELLAND AND DISTRICT SOCIETY
FOR THE PREVENTION OF CRUELTY
TO ANIMALS


PRESIDENT


SECRETARY

