

## DOG POUND CONTRACT 2025

This Agreement between the **Town of Wayland**, a municipal corporation within the State of New York and the **Town of Hornellsville**, a municipal corporation within the State of New York:

**WHEREAS**, the Town of Wayland operates a dog pound situated at the Wayland Town Barn on Route 21 South, in the Town of Wayland, New York; and

**WHEREAS**, the Town of **Hornellsville** does not have a dog pound and wishes to utilize the services of the Town of Wayland for the boarding of dogs; and

**WHEREAS**, both municipalities have obtained the necessary Town Board authorization and resolution from their respective Town Boards for entering into a contract for services under the provisions of the Department of Agriculture and Markets Law of the State of New York, and

**NOW THEREFORE:  
WITNESSETH:**

1. This Agreement shall be for the boarding of dogs only. Any costs and/or expenses associated with the disposing of the dogs brought in by the Town of Wheeler will be the sole responsibility and obligation of the Town of Wheeler.
2. The number of dogs which can be brought from the Town of **Hornellsville** to the Town of Wayland for boarding for the contracted amount at the kennel shall be 3 dogs for the calendar year of 2025.
3. The Town of Wayland agrees to equip heat and light the pound building area, pay the salaries and fringe benefits of the personnel necessary to maintain the site and care for the dogs that are brought to the facility by the Town of **Hornellsville** personnel.
4. Since the Town of Wayland Dog Pound contains 16 pens, **all towns will have access to any available pens at time needed.**
5. All revenues received for impoundment, and licensing in any given month, must be turned over to the Town Clerk, by each Dog Control officer, of each respective town, by the 5<sup>th</sup> of the next month (i.e.: Wayland dogs- Wayland Town Clerk; **Hornellsville** dogs – **Hornellsville** Town Clerk); Boarding fees will go to the Town of Wayland.
6. The Town of **Hornellsville** specifically agrees to notify the Wayland Dog Control Officer when the following circumstances occur:

- a. A dog is left at the pound, or a dog is removed from it, and where the dog was delivered. When the Town of **Hornellsville** removes a dog from the premises, they are to examine the pen and make sure that it is not broken or otherwise in need of repair. The Town of **Hornellsville** shall also leave proof that each dog has been licensed before it leaves the pound.
  - b. Both parties to this agreement agree and understand with respect to the dogs that are placed and impounded in the facility that the Town of Wayland shall retain the dogs for the authorized redemption period under the applicable provisions of the Agricultural and Markets Law and at the termination of said period of time said dogs shall either be adopted and/or euthanized pursuant to the applicable sections of the Agricultural and Markets Law as the case may be.
7. This Agreement shall be for a one (1) year period commencing on **January 1, 2025 and termination on December 31, 2025. The Town of Hornellsville agrees** to pay for this service a fixed annual charge of **\$350.00 due February 15<sup>th</sup>** of the contract year. All Funds are to be paid directly to the Town of Wayland. After the set limit of 3 there will be a charge of \$25.00 per dog for 5 days. Any additional cost will be billed separately.
8. The Town of **Hornellsville** agrees to be responsible for and indemnify the Town of Wayland for any costs and expenses or charges that result from the seizing and boarding of dogs from the Town of **Hornellsville** at the Wayland facility; including, but not limited to, damages to the premises, and any other costs and expenses associated with or as a result directly or indirectly of such services.
9. Both parties to this Agreement agree to follow the necessary provisions of Article 7 and Article 26 of the Agricultural and Markets Law and those rules and regulations promulgated by the state pursuant thereto in relation to the seizure, holding, care, redemption, and dispositions of dogs placed in the Town of Wayland facility.

DATED: 1/14/25

Town of Wheeler By:   
Hornellsville Supervisor

DATED: 12-30-24

Town of Wayland By:   
Wayland Supervisor