

TOWN OF ROMULUS

AGREEMENT BETWEEN THE TOWN OF ROMULUS, NEW YORK AND THE BEVERLY ANIMAL SHELTER, INC. WATERLOO, NEW YORK

This Agreement made and entered into this 21st day of April 2022, between the Town of Romulus (the Town), and the Beverly Animal Shelter, Inc., a not-for-profit corporation duly organized and existing under the Not-For-Profit Corporation Law of the State of New York as an Incorporated Shelter for the Prevention of Cruelty to Animals (BAS), having its principal office at 50 E. River Street, Waterloo, New York 13165.

Whereas the Town has created the position of Dog Control Officer for the Town but does not desire to establish and maintain a shelter for the impounding of dogs as further required by provisions of Article VII, Section 115 of the Agriculture and Market Law of the State of New York, and in lieu of providing said shelter, desires to contract with BAS to provide shelter and other services as more specifically set forth in the following paragraphs.

Now, therefore, the parties hereto do mutually agree as follows:

1. This contract shall become effective April 21, 2022 and continue until December 31, 2022 and shall automatically renew for an additional twelve (12) month period under the terms and conditions set forth and may be terminated without cause by either party upon thirty (30) days written notice of termination.
2. The BAS, in accordance with the policies and procedures established by its Board of Directors and in consideration of the payment to it by the Town, hereby covenants and agrees that it will provide a shelter for seized dogs brought to BAS by the dog control officer of the Town pursuant to and as provided by section 118 of the Agriculture and Markets Laws.

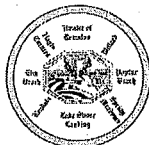
SERVICES AND FEES

BOARDING

The BAS agrees that it will, during the period of this agreement, provide a suitable shelter for animals seized for violations within Town, and care for and feed such animals therein confined until proper disposition of the animal has been made according to law, by the BAS. The Town agrees that it shall pay the BAS \$25.00 per day, per animal for a maximum of seven (7) days beginning on the first day that the animal is brought to the Shelter if the animal is not reclaimed by his or her owner.

Payment shall be made on a monthly basis.

After seven (7) days, the dog becomes the property of the BAS, and the Town has no further responsibility for the animal. If, after a ten (10) day quarantine period, the animal remains healthy and is deemed adoptable, active adoption procedures will begin. When the dog is adopted, all adoption fees will be collected and retained by the BAS.



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IMPOUNDMENT VETERINARY CARE (per Agriculture and Markets)

Routine Veterinarian care (i.e., vaccinations, worming, and flea control) will be the responsibility of BAS. Any seized dog suffering from illness or injury must receive prompt treatment from a licensed veterinarian. Emergency treatment or humane euthanasia, as recommended by the veterinarian in writing, to eliminate said suffering is the responsibility of the seizing municipality.

LICENSING

Licensing of all dogs will be at BAS and through the Town of Romulus. No dog shall be released from shelter without being licensed.

EUTHANASIA

Should an animal be deemed not adoptable within seven (7) days of entering the BAS because of sickness, displayed aggression, or biting, the cost of euthanasia shall be covered by the Town. The BAS cost for euthanasia shall be \$75 (seventy five).

REPORTING PROCEDURES

The BAS shall provide the Town (in writing) with a monthly list of the following information:


1. Town dogs received in the facility
2. Town dogs redeemed, adopted, remaining at the BAS, or euthanized
3. Other reports reasonably requested by the Town

TERMINATION


This contract may be terminated by either party by providing thirty (30) days advance notice in writing.

PAYMENT FOR SERVICES

Other payments for BAS services (euthanasia) shall be made within thirty (30) days from the receipt of the BAS billings.


David Hayes, Supervisor, Town of Romulus

4/20/22
Date


Dallyn Jenkins, Beverly Animal Shelter

4/21/22
Date