



# TOWN OF SAUGERTIES

4 High Street  
Saugerties, New York 12477

TEL: (845) 246-2800 FAX: (845) 247-0355



Fred Costello Jr.  
Supervisor

Leeanne Thornton  
Deputy Supervisor

Members of Town Board

Zach Horton  
Michael Ivino  
Mary M. (Peg) Nau

## Contract for the Care and Boarding of Canines

Agreement made the 27th day February 2024, between the Town of Saugerties, a municipal corporation, maintaining offices at Town Hall, 4 High Street, Saugerties, New York 12477 ("Saugerties") and the Town of Olive, a municipal corporation maintaining offices at Town Hall, 45 Watson Hollow RD West Shokan NY 12494.

Whereas Saugerties maintains a kennel (the "kennel") for the housing of canines that comes into the custody of the Town Dog Control Officer: and

Whereas Town of Olive has an occasional need to house canines that come into the custody of its Dog Control Officer: and

Whereas Saugerties may, from time to time, have surplus Kennel capacity that may be made available to Town of Olive pursuant to the terms and conditions set forth here.

NOW, THEREFORE, it is agreed as follows:

1. Use of Kennel. Town of Olive shall be permitted to utilize the Kennel for the sole purpose of housing canines that come into the custody of its Dog Control Officer or other authorized officers and/or employees. Such use of the Kennel shall be on a space available basis only and Saugerties makes no representation of warranty as to such availability. In the event that Saugerties, in its sole absolute discretion, determines that in order to meet its own current or anticipated Kennel requirements that there is no longer surplus capacity that can be utilized by Town

of Olive, upon three (3) days written notice, shall remove as many canines as Saugerties may direct.

2. Duties of Saugerties – Veterinary Services. Saugerties shall be responsible for maintaining all canines housed in the Kennel, including providing for their normal dietary needs. All non-emergency veterinary needs of the canines placed by Town of Olive shall be Town of Olive's responsibility. Should Saugerties, in the sole and absolute discretion, determine that canine placed by Town of Olive is in need of emergency veterinary services, Saugerties shall have the right but not responsibility, to arrange for such services at Town of Olive's expense. For the purposes of this paragraph, an emergency shall be any condition which, in the sole and absolute discretion of the Dog Control Officer or Shelter Director and Staff, cause an immediate threat to the life of a canine, renders it unsafe to handle the canine, endangers the well-being of other canines housed in the Kennel, or cause inhumane suffering. Saugerties shall endeavor to give Town of Olive notice of any determination that a canine placed by Town of Olive is in need of emergency veterinary services but shall not be required to do so.

3. Fees – Billing. Town of Olive shall pay Saugerties Fifteen and 00/100 (\$15.00) Dollars per canine per day, or any part thereof, exclusive of any veterinary expenses incurred pursuant to the preceding paragraph. The Town of Olive shall be billed monthly, and all invoices shall be paid within thirty (30) days. The actual amount incurred for any veterinary services shall be included on the invoices.

4. Disclaimer of Liability – Indemnification. Town of Olive acknowledges and agrees that this Agreement is entered into for the sole benefit of Town of Olive and that Saugerties shall not be liable to Town of Olive, or to any third party, as a result of its duties and/or responsibilities arising under this Agreement, except in the event of gross negligence. Town of Olive agrees to indemnify and defend Saugerties against any and all claims relative to the housing of canines on behalf of Town of Olive pursuant to this Agreement, including but not limited to, reasonable attorney's fees.

5. Adoption. Saugerties and Town of Olive agree to cooperate with one another to assist in the adoption of canines through advertising, publicity and community outreach.

6. Term. The term of this Agreement shall be one (1) year commencing on March 1, 2024, and shall automatically be renewed from year to year at the end of the previous term for an additional one (1) year period, unless written notice is sent to one party to the other cancelling the Agreement. Such written notice shall be sent at least thirty (30) days prior to the end of the previous term.

This Agreement may also be cancelled by either party at any time upon thirty (30) days prior to written notice the other party.

Town of Saugerties

By: \_\_\_\_\_



Fred Costello Jr.

Saugerties Town Supervisor

Town of Olive

By: \_\_\_\_\_

Jim Sofranko

Town of Olive Supervisor