



TOWN OF WEST SENECA

SHAWN P. MARTIN
TOWN ATTORNEY
shawn.martin@twsny.org

TOWN SUPERVISOR
SHEILA M. MEEGAN
TOWN COUNCIL
EUGENE P. HART
JOHN M. RUSINSKI

TO: Honorable Town Board Members

FROM: Shawn P. Martin, Town Attorney

DATE: January 8, 2013

RE: Intermunicipal Agreement with Town of Tonawanda and Village of Kenmore for Animal Shelter

Kindly authorize the Supervisor to execute the attached Intermunicipal Agreement with the Town of Tonawanda and Village of Kenmore for use of the Town of West Seneca Animal Shelter.



INTERMUNICIPAL COOPERATION AGREEMENT

THIS AGREEMENT, made this ____ day of _____, 2013, by and between the TOWN OF TONAWANDA, a municipal corporation having an office located at 2919 Delaware Avenue, Kenmore, New York 14217, (hereinafter "Tonawanda"), the VILLAGE OF KENMORE, a municipal corporation having an office located at 2919 Delaware Avenue, Kenmore, New York 14217 (hereinafter "Kenmore") and the TOWN OF WEST SENECA, a municipal corporation having an office located at 1250 Union Road , West Seneca, New York 14224 (hereinafter "West Seneca").

WITNESSETH:

WHEREAS, West Seneca operates an Animal Shelter which is authorized, pursuant to Article 7, §115 of the Agriculture & Markets Law, to enter into a contract for pound or shelter services for dogs seized pursuant to laws, ordinances, rules and regulations applicable in Kenmore and Tonawanda for lost, strayed or homeless dogs, and for the destruction or other disposition of seized dogs, and for the destruction or other disposition of seized dogs not redeemed as provided for in the Agriculture & Markets Law; and

WHEREAS, Kenmore and Tonawanda desire to enter into an Intermunicipal Cooperative Agreement pursuant to Article 5G of the General Municipal Law for such services with West Seneca covering all Tonawanda and Kenmore dogs which are brought to the Animal Shelter by any Animal Control Officer/Police Officer from Tonawanda and/or any Kenmore employee, or any Good Samaritan citizen (hereinafter "Dog Collectors"), including those seized under the terms of Chapter 71 of the Code of the Town of Tonawanda; and

WHEREAS, Kenmore desires to have Tonawanda seize any lost, strayed, homeless or unlicensed dogs in Kenmore and to provide an animal shelter for them;

NOW, THEREFORE, in consideration of the covenants and agreements hereinafter contained, the parties hereto do mutually agree as follows:

1. **Term.** The term of this Agreement shall commence on the 1st day of March, 2013 and automatically and continuously renew for each succeeding year until any party provides written notice to the others, as provided in paragraph 12 herein.

2. **Services Provided by the Clarence Animal Shelter.**

During the Term of this Agreement, the West Seneca Animal Shelter will (i) provide and maintain a shelter or pound for dogs seized by any Dog Collector within Tonawanda and/or Kenmore; (ii) properly care for all dogs in such shelter or pound; and (iii) humanely euthanize or make available for adoption seized dogs not redeemed as provided in Article 7 of the Agriculture & Markets Law and the local laws of Kenmore and Tonawanda. Such shelter or pound shall, at all times during the term hereof, be under the care and charge of a competent employee. The Town of West Seneca Animal Shelter shall pay all costs and expenses incurred in connection with the keeping and disposing of said animals delivered to the West Seneca Animal Shelter by such Dog Collector.

3. **Services Provided by Tonawanda to Kenmore.**

During the term of this Agreement and any extensions thereof, Tonawanda and Kenmore agree that Tonawanda will process any stray or unlicensed or dangerous dogs found in Kenmore, and Kenmore agrees to allow Tonawanda to retain any excess fees or penalties collected therefrom in consideration of providing this service. Such services shall be provided by Tonawanda's Animal Control Officer, when available. Any after hours pick up of said dogs shall be the sole responsibility of the

Tonawanda or Kenmore respectively until such dog can be delivered to the West Seneca Animal Shelter.

4. **Availability of Services.** Such shelter or pound shall be kept open to the public between the hours of 7:00 a.m. and 3:00 p.m. Monday through Friday, with the exception of legal holidays.

5. **Location of Shelter.** Such shelter or pound is located at 582 Mineral Springs Road, West Seneca, New York 14224.

6. **Reports.** The West Seneca Animal Shelter will provide reports pertaining to the subject matter hereof and to the extent reasonably requested by Tonawanda and Kenmore.

7. **Indemnification.** West Seneca covenants and agrees to indemnify and save harmless Tonawanda and Kenmore, their departments, boards, officers, agents and employees from any and all loss, costs and expense, claims or demands, actions or causes of action, suits, proceedings, damages, liabilities, losses, costs and expenses, including third party claims or actions and attorneys' fees arising directly or indirectly from any negligent acts or omissions of West Seneca, its officers, agents and employees in carrying out the provisions of this Agreement.

Tonawanda and Kenmore covenant and agree to the extent permitted by law to indemnify and save harmless West Seneca, its boards, officers, agents and employees from any and all loss, costs and expense, claims or demands, actions or causes of action arising directly or indirectly from any negligent acts or omissions of Kenmore and/or Tonawanda, their departments, boards, officers, agents and employees in carrying out the provisions of this Agreement.

Kenmore covenants and agrees to the extent permitted by law to indemnify and save harmless Tonawanda, its boards, officers, agents and employees

from any and all loss, costs and expense, claims or demands, actions or causes of action arising directly or indirectly from any negligent acts or omissions of Tonawanda, its departments, boards, officers, agents and employees in carrying out the provisions of this Agreement.

8. **Fees.** During the term of this Agreement, Tonawanda shall pay to West Seneca fees, costs and charges as follows:

(a) Shelter and/or Pound (Kennel) Services – Fifteen and 00/100 (\$15.00) Dollars per dog, per day;

(b) Euthanasia Services – Twenty-five and 00/100 (\$25.00) Dollars per dog;

(c) Veterinary Fees for Unredeemed Seized Dogs – actual itemized expenses with prior approval of Animal Control Officer. If the Animal Control Officer is unavailable or off-duty, whatever immediate service is necessary to make the animal comfortable up to a maximum of Three Hundred and 00/100 Dollars (\$300.00) Dollars per dog;

(d) Crematory and Disposal Services - Fifteen and 00/100 (\$15.00) Dollars per animal (dog, cat or wildlife);

(e) Clerical Services – Two Hundred and 00/100 (\$200.00) Dollars per month.

9. **Payment of Fees.** Monthly amounts owed to West Seneca in respect to the above fees, costs and charges shall be deducted from the impoundment fees collected that month by the West Seneca Animal Shelter for dogs brought by the Tonawanda Animal Control Officer. If the amount owed exceeds the amount collected, West Seneca will submit a bill for the remaining balance. If the impoundment fees exceed the amount owed, a check will be sent to the Tonawanda Town Clerk. West

Seneca will mail an itemized statement breaking down the monthly totals to the Tonawanda Animal Control Officer on a monthly basis.

10. **Dogs Returned to Owners.** West Seneca shall provide the Tonawanda Animal Control Officer with a completed New York State DL-18 form, which shall contain the name, address and telephone number of any Good Samaritan Dog Collector. No dog shall be redeemed to any owner or authorized person unless and until the statutory fees are paid, all required licenses are obtained and the forms completed as required by law.

11. **Access.** Dog Control Officers of the Town of Tonawanda shall have access to West Seneca's Animal Shelter 24 hours per day, 7 days per week, and 365 days per year. If the Tonawanda Dog Control Officer intends to access West Seneca's Animal Shelter during dates or times other than when the shelter is open to the public, a courtesy call shall be made to West Seneca's Public Safety Dispatch Center prior to arrival.

12. **Cancellation of Agreement.** Any party hereto shall have the right upon thirty (30) days prior written notice to cancel this Agreement or any extension thereof.

IN WITNESS WHEREOF, the parties hereto have caused their hands and seals to be hereunto affixed and these presents to be signed the day and year first above written.

s e a l

TOWN OF TONAWANDA

By: _____
Anthony F. Caruana, Supervisor

VILLAGE OF KENMORE

seal

By: _____
Patrick Mang, Mayor

TOWN OF WEST SENECA

seal

By: _____
Sheila M. Meegan, Supervisor

STATE OF NEW YORK)
COUNTY OF ERIE) ss:

On the _____ day of _____, in the year 2013, before me, the undersigned, personally appeared ANTHONY F. CARUANA, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public

STATE OF NEW YORK)
COUNTY OF ERIE) ss:

On the _____ day of _____, in the year 2013, before me, the undersigned, personally appeared PATRICK MANG, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public

STATE OF NEW YORK)
COUNTY OF ERIE) ss:

On the _____ day of _____, in the year 2013, before me, the undersigned, personally appeared SHEILA M. MEEGAN, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public