

**RESOLUTION NO. 10**  
**December 17, 2019**

**RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE  
AN AGREEMENT FOR A DOG CONTROL OFFICER**

**WHEREAS**, the City of Hudson has received a proposal for a dog control officer to the City of Hudson under Chapter 70 of the Hudson City Code and the provisions of Article 7 of the Agriculture and Markets Law for the period January 1, 2020 through December 31, 2020, and;

**WHEREAS**, in furtherance of his duties, the Dog Control Officer will make at least two random visits per week to the Hudson Dog Park to confirm any dogs present have current, valid licenses;

**NOW, THEREFORE, BE IT RESOLVED**, that the Mayor of the City of Hudson is hereby authorized and directed to enter into an agreement with Wes Powell for the annual fee of \$7,200.00, payable in equal monthly installments of \$600.00, said agreement to include a provision that the Dog Control Officer will make at least two random visits per week to the Hudson Dog Park to confirm any dogs present have current, valid licenses.

Introduced: \_\_\_\_\_

Seconded: \_\_\_\_\_

Approved

\_\_\_\_\_  
Rick Rector, Mayor

## **Contract for Dog Control Services**

This agreement, made on this \_\_\_\_ day of November, 2019 pursuant to Article 7 of the New York Agriculture & Markets Law, by and between the City of Hudson, a municipal corporation in the State of New York, party of the first part and Wes Powell of New Lebanon, party of the Second Part.

Whereas, the party of the first part desires to utilize the services of the party of the second part in providing for the control of dogs and enforcement of Section 70 of the Hudson City Code and Article 7 of the Agriculture and Markets Law of the State of New York; and

Whereas, the party of the second part is willing to provide such services and represents that he possesses and will continue to possess throughout the term hereof the means to do so properly:

Now, Therefore It Is Hereby Agreed As Follows:

1. He shall serve as Dog Control Officer for the City of Hudson.
2. The Party of the second part shall, whenever called on a twenty-four (24) hour daily basis seize stray and abandoned or loose dogs which are found on the streets and other public places.
3. The party of the second part will respond to call(s) by the Police Department of the City of Hudson for assistance when needed.
4. The party of the second part shall issue appearance tickets to owners of dogs that are in violation of the provisions of City Code Section 70 or Article 7 of the Agriculture Markets Law.
5. The party of the second part will at least twice a week patrol the streets of Hudson.
6. The party of the second part will at least twice a week make random visits to the Hudson Dog Park to confirm any dogs present have current, valid licenses.

Second: In consideration of performance by the party of the second part of the terms of this contract, party of the first part hereby agrees to pay the second part the sum of \$7,200 dollars, annually, payable in monthly installments.

Third: This agreement shall commence on the 1<sup>st</sup> day of January 2020. It shall continue to and include the 31<sup>st</sup> day of December, 2020. Both parties will have the right to review the contractual agreement annually and make such changes and modifications that will be mutually agreeable. Either party has the right to terminate this agreement upon written notice given at least (6) months in advance.

Wes Powell \_\_\_\_\_ City of Hudson \_\_\_\_\_