



TOWN OF GRAFTON

Established in 1807

P.O. BOX G, Grafton, New York 12082

(518) 279-3565 (518) 279- 3685 (Fax)

Email: graftontownclerk@albany.twcbc.com

www.townofgraftonny.org

Resolution #70 of 2023

WHEREAS, The Town of Grafton is in need of mandated Animal Control services for the Town of Grafton for the year 2024, and

WHEREAS, the Town Council has been advised that the Columbia-Greene Humane Society is willing to provide such services per the attached contract, and good cause appearing therefore,

NOW, THEREFORE, BE IT RESOLVED, that the Town of Grafton hereby approves the attached contract with Columbia-Greene Humane Society for Animal Control Services on behalf of the Town of Grafton for 2024, for the amounts set forth in the attached contract.

Motion Made by Supervisor Gundrum, seconded by Councilman Lewandusky – Motion Carried 5 – 0

Roll Call:

Councilman Beaudry - Yea
Councilwoman Deschaine - Yea
Councilman Lewandusky – Yea
Councilman Hoyt - Yea
Supervisor Gundrum - Yea

Adopted: December 11, 2023



Chairperson of the Board

Charlene Marchand

November 21, 2023

1st Vice Chairperson

James Carlucci, Esq.

Dear Town, City, and Village Supervisors and Board Members:

2nd Vice Chairperson

Robert Gibson, Esq.

Enclosed are the Contracts for housing with the Columbia-Greene Humane Society/SPCA for the year 2024. Please read the contracts thoroughly. They are not negotiable and will not be alterable on an individual basis. Please do not send revisions.

Treasurer

Scott Shallo, CPA, Esq.

As a result of hundreds of unfunded mandates from NYS Department of Agriculture and Markets directed at animal shelters referred as "Regulation of Animal Shelters" and an ever-increasing cost of staffing, animal medicine, and utilities CGHS/SPCA will be increasing the rates to house stray dogs for 2024. We are proud to offer this service to our community and we feel that community members can rest easy knowing that if their dog should leave their property and is brought to CGHS/SPCA it will be cared for by trained, caring, compassionate staff. As a commitment to the communities, we serve CGHS/SPCA has not increased stray dog holding fees since 2002. With this in mind, we must ask for cities, towns, and villages to assist us in continuing to offer this vital service to the communities we serve.

Secretary

Jennifer Donoghue

Please note that our fee structure has changed for 2024. Fee highlights are as follows:

Members

Hollie Adams

Russ Gibson

Peter Hogan, CPA

Gisela Marian

Sharyn Richards-Marks

- \$40 per dog, per day for the first ten days of housing. This will cover holding the dog for the entire course of its five-day redemption period mandated by the NYS Department of Agriculture and Markets law, as well as an additional five days to permit the owner to redeem their dog before it is eligible for adoption.

CGHS Medical Director

Jerry Bilinski, DVM

- On the eleventh day of housing, it will be assumed that the dog will not be redeemed by an owner, and it will become the responsibility and custody of CGHS/SPCA. A flat charge of \$350 will then be added to cover all services beyond the first ten days until the point of disposition.

Veterinary Advisors

Barbara Clayton, DVM

Stefani Gagliardi, DVM

Bernardo Mongil, DVM

Danielle Sand, VMD

Please remember that this fee structure applies to Article 7 housing only. Animals brought in under cruelty circumstances must be approved prior to intake and will have fees determined on a per-case basis.

Honorary Life Members

Hollie Adams

Darlene Bilinski

Jerry Bilinski, DVM

Duncan Calhoun

Deborah Cohen

Russ Gibson

Sharon E. Grubin

Elaine Gruener

Eric Hannay

Patricia Kenehan

Jane Krebs

Jim Krebs

Charlene Marchand

Gisela Marian

Edgar M. Masters

Barbara McCullough

Jennifer Newton

Robert Newton

Katrina Perez

Ronald Perez Jr.

Brenda Schram

Charles Schram

Anne Weinberg

Please keep one copy of your contract on file for your records, and return the other signed copy to us no later than **December 31, 2023** in order for us to remain housing for you smoothly into the New Year. Municipalities with no contract on file for dog housing are subject to be placed in non-compliance by the NYS Department of Agriculture and Markets.

We are also requesting that you provide your most current impoundment fee structure, as this may have changed based on our new fee structure. If you make changes at any time to either your impoundment fees or your Dog Control Officer, please notify us immediately so we can make the proper adjustments and transition your changes seamlessly.

The number of dogs coming in from your municipality from January 1, 2023 to October 31, 2023 has been provided for your budgetary needs. Thank you for your attention. Please contact me with any questions regarding our fees at (518) 828-6044 ext. 107 or at ronperez@cghs.org.

Sincerely,

Ronald Perez, Jr.

President and CEO

Columbia-Greene Humane Society/SPCA

President & CEO

Ronald Perez Jr.

Number of Dogs from Town of Grafton, January 1, 2023 to October 31, 2023: 0



Columbia-Greene
HUMANE SOCIETY/SPCA

Celebrating Over 65 Years of Caring for Animals in Need

11/27/23

Columbia-Greene Humane Society/SPCA

111 Humane Society Road, Hudson, NY 12534

Phone (518) 828-6044 Fax (518) 828-7709

Website: www.cghs.org Email: info@cghs.org

Facebook: www.facebook.com/cghs.org

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Ronald Perez Jr.

AGREEMENT

Between

Columbia-Greene Humane Society/SPCA

And

The Town of

GRAFTON

THIS AGREEMENT is made for the period of January 1, 2024 through December 31, 2024, between the Town of GRAFTON, New York, a municipal corporation of the State of New York, hereinafter referred to as the "Municipality"

AND

The Columbia-Greene Humane Society, Inc., a membership corporation existing under and by virtue of the laws of the State of New York, for the prevention of cruelty to and the protection of animals, having its principal place of business in the Town of Claverack, County of Columbia, State of New York, hereinafter referred to as the "Humane Society."

WITNESSETH:

That, pursuant to Article 7 of the Agriculture and Markets Law of the State of New York, the Humane Society, in consideration of payment to it by the Municipality of several sums of money herein agreed to be paid at the time and in the manner hereinafter more particularly described, hereby covenants and agrees for itself and its successors, as follows:

FIRST: That it will undertake, through its duly appointed agents, the impoundage of all unleashed, unlicensed, or untagged dogs brought to it by the Dog Control Officer (hereinafter referred to as the "DCO") of the Municipality, which have been found to have been running at large in violation of provision of Article 7 of the Agriculture and Markets Law of the State of New York and any existing local law enacted by the Municipality. It will also provide proper food and shelter for such dogs while in its possession until redeemed or otherwise disposed of pursuant to, and as provided in, Article 7 of the Agriculture and Markets Laws and any existing local law enacted by the Municipality.

SECOND: The Humane Society will provide and maintain a shelter for seized dogs; will properly care for all dogs in such a shelter; and will humanely euthanize or make available for adoption seized dogs not redeemed as provided in Article 7 of the Agriculture and Markets Law. Such shelter shall at all times during the term hereof be under care and charge of a competent employee and shall be open to the public at reasonable hours for the purpose of receiving applications for the redemption of dogs as provided by law. Such shelter shall be open daily between

the hours of 11:30 a.m. to 4:00 p.m., with New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, and Christmas excepted, during the term of this Agreement. Such shelter shall be maintained in an approved location in the Town of Claverack so as to not be reasonably objectionable to the residents thereof.

THIRD: The Humane Society and the Municipality will comply with the provisions of Article 7 of the Agriculture and Markets Law and with the applicable provisions of the Public Health Law of the State of New York and any rules and regulations promulgated thereto in relation to the seizure, holding care, redemption, and disposition of seized dogs. This Agreement applies to dogs seized under the provisions of Article 7 only. Any other animals seized for any reason or purpose, including but not limited to quarantine and cruelty cases, will be accepted at the sole discretion of the Humane Society, and shall be billed to the Municipality separately from the fee structures outlined in Paragraph Seventh, below.

FOURTH: The Municipality and the Humane Society each hereby reserve the right to cancel and declare this Agreement null and void at any time during the period of the same for reason of the failure of the Municipality or the Humane Society to perform any of the terms and conditions herein contained.

FIFTH: The Humane Society and the DCO for the Municipality will both file and maintain a complete record of any seizure and subsequent disposition of any dog in the manner prescribed by Article 7, §113 (sub. 4) of the NYS Department of Agriculture and Markets Law. If the dog is an identified dog as determined by Article 7, §117, the DCO shall notify the owner of the dog's location. Redeemed dogs shall be licensed or have proof of a current license prior to leaving the custody of the Humane Society pursuant to Article 7, §117 (sub. 4) of the NYS Department of Agriculture and Markets Law. All licenses must be issued by the municipality wherein the dog's owner resides. The Humane Society will assist in obtaining necessary vaccinations for dogs eligible for redemption to facilitate municipal dog licensing; however, it is the sole responsibility of the redeemed dog's owner to obtain a license from their resident municipality before the dog can be released from the custody of the Humane Society. A tag shall not be considered proof of current license.

SIXTH: The Humane Society will remit all impoundment fees collected in carrying out the provisions of this Agreement to the Fiscal Officer of the Municipality, provided that there are no outstanding fees owed to the Humane Society from the Municipality. However, should the Municipality be negligent in paying contractual fees, the Humane Society may retain the impoundment fees in exchange for monies owed.

SEVENTH: In consideration of the complete performance by the Humane Society of the terms of this Agreement, the Municipality hereby agrees to pay the Humane Society according to the following fee structure:

1. For the first ten (10) days of impoundment, the Municipality will pay the Humane Society \$40 for each 24-hour period of impoundment.
2. If the impounded dog is not claimed by the 10th day of impoundment, the Municipality will be charged an additional \$350.
3. The Humane Society reserves the sole right to make all decisions regarding the dog's disposition. Regular NYS shelter standards shall apply for adoption of dogs retained longer than the stipulated period.
4. All payments will be due upon receipt of an invoice, which will be mailed within the month following the month for which the invoice applies.

5. Any day on which the Humane Society is not open for any reason will be considered an excluded 24-hour period.

EIGHTH: The Humane Society is hereby prohibited from assigning, transferring, conveying, or subletting this Agreement, or otherwise disposing of the same; or its right, title, or interest therein; or its power to execute such Agreement to any other person, company, or corporation, without the prior approval of the Municipality.

NINTH: In the case of an injured dog, the Municipality shall be separately responsible for any emergency veterinary care required.

TENTH: No liability in damages or otherwise shall be incurred by the Humane Society or the Municipality on account of seizure, surrender, euthanasia, or adoption pursuant to the provisions of Article 7.

ELEVENTH: If anyone other than the DCO brings a stray dog to the Humane Society, the Humane Society will notify the DCO and/or the Municipal Clerk of the Municipality in which the dog was found by telephone, and unless otherwise instructed, will subsequently accept the dog. The DCO shall appear at the shelter within twenty-four hours to complete all necessary paperwork pursuant to NYS Agriculture and Markets Law Article 7, §113.

THIS AGREEMENT was duly authorized by the Board of the Columbia-Greene Humane Society, Inc., on November 1, 2023.

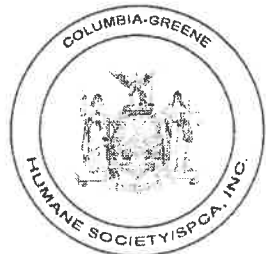
IN WITNESS WHEREOF, the parties hereto have caused their corporate seals to be hereunto affixed and this instrument to be subscribed by their duly authorized officers the day and year first above written.

By: [Signature]

Supervisor/Municipal Clerk

T/V/C of GRAFTON

(Seal)



(Seal)

By: [Signature]

President and C.E.O.

Columbia-Greene Humane Society/SPCA