



December 28, 2021

Dear Municipal Contract Partners,

Attached you will find updated dog sheltering and/or dog control contracts for 2022. As I mentioned in an email to all of you, the State came in to inspect the Shelter and our paperwork as part of the annual municipal sheltering inspection. One area of concern was our lack of signed contracts kept on the premises of the SPCA. I did not receive copies of signed contracts from many of the municipalities. Legally, the SPCA is required to have a signed contract with each municipality we provide services for or we cannot provide these services.

✱ I have made a few minor changes to the contracts. The hours of operation for the Shelter in many of the contracts were incorrect. This has been updated and although we are closed for adoptions on Tuesdays, we are open for owner redemptions.

✱ If your contract stated sick or injured animals were to be taken to Green Acres Animal Hospital, this was removed. The Niagara SPCA provides medical care and if an emergency vet is warranted, we determine which clinic animals are taken to.

✱ I've also changed the wording regarding the DL18 release form. An owner receives this form from the Niagara SPCA and then takes it to the City/Town clerk and pays impound fees and licenses their dog.

All contracts, for ease of renewal going forward, are on a calendar year, one (1) year term. There has been no change in cost or change in services provided unless your contract stated dogs are licensed by the SPCA prior to release from adoption.

Please sign the attached contract and return it in the provided envelope at your earliest convenience.

Thank you,

A handwritten signature in cursive script that reads "Amy L. Lewis".

Amy L. Lewis

RECEIVED
JAN 03 2022
BY: *DM*

AGREEMENT

THIS AGREEMENT, made this 22nd day of December 2021, by and between the TOWN OF PENDLETON a Municipal Corporation in the State of New York, hereinafter referred to as the "First Party", and the NIAGARA SPCA, located at 2100 LOCKPORT ROAD in the Town of Wheatfield, County of Niagara and State of New York, hereinafter referred to as the "Second Party".

WITNESSETH

In consideration of the mutual promises herein contained for other good and valuable consideration, the parties hereto agree as follows:

1. The Second Party will give a key to the Animal Control Officer for the City of Tonawanda to give said officer(s) access to the Shelter at all times where there will be cages, food and water available for the confinement of any domestic stray animal brought to the Shelter when no SPCA staff is available.
2. The Second Party will provide, maintain and operate a shelter for seized dogs and will provide facilities to humanely euthanize and make available for adoption in compliance with Article 7 of the NYS Agriculture and Markets Law.
3. The Second Party shall be open to the public Monday, Wednesday and Thursday and Friday from 12pm to 6pm, Friday and Saturday 12pm to 5pm. The Shelter will be closed to the public on Sundays, and on Tuesdays for adoptions, but open for owner redemptions. The Shelter will also be closed on designated holidays and special events when notice is given and during inclement weather.
4. The parties hereto agree to handle all emergency calls pertaining to injured stray, domestic animals or stray domestic animals in distress. It shall be the responsibility of the Second Party to provide necessary medical treatment for an animal without an identifiable owner. If an owner is identified, the owner must pay all veterinary costs before the animal is returned.
5. The Second Party will file and maintain all records necessary for the seizure and disposition of any dog, as required by Article 7 of the Agriculture and Markets Law.
6. When applicable, the Second Party will hold seized dogs for the legal period specified in the New York State Agriculture and Markets Law. If during this period the owners wish to redeem their dog, they must obtain a New York State DL-18 dog release form from the Niagara County SPCA and take to the Town of Pendleton Clerk's Office for completion, pay impound fees and license their dog. The Party of the Second Part will release the dog immediately upon their receipt of said release.

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7. This contract shall be for a term of one (1) year, commencing on the 1st day of January 2022 and expire on the 31st day of December, 2022. The total contract price for the duration of the contract is \$5,844.00. Payments shall be made on the first day of each month during the term of the contract in the amount of \$487.00 per month.
8. The Second Party shall provide all services heretofore agreed with reasonable care and diligence.
9. Any modification, addition or addendum to this agreement shall be in writing and executed by both the First Party and the Second Party in order to be enforceable.
10. Either party may, for any reason, cancel this agreement, provided that written notice is given sixty (60) days prior to cancellation.

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



(seal)

Town of Pendleton

Supervisor

NIAGARA SPCA

(seal)

Jennifer A. Retaver

President
12/28/21