

CHAUTAUQUA COUNTY ♥ HUMANE SOCIETY, INC.

2825 Strunk Road • Jamestown, New York 14701

August 8, 2022

Dear Town Supervisor,

As you have been notified, Chautauqua County Humane Society has had to make changes to our dog holding contracts and services. You are being offered a secondary holding contract. Please see the attached document for that information.

As of September 12, 2022, the animal holding agreement that your municipality has with the Chautauqua County Humane Society (CCHS) shall be cancelled.

We would like to offer you the opportunity to contract with us for secondary care for dogs who are not reclaimed by their owners. Such an agreement would stipulate that your municipality would be responsible for care during the mandated holding period for all dogs that come into the possession of your municipality's Dog Control Officer, contacting the owners of these dogs, as well as actively seeking the dog's owner through social media and other means in the instances where a dog's owner is unknown. After the holding period is up, if a dog is not returned to its owner or is surrendered to the municipality, an appointment could be made by your municipality with CCHS for possible intake and adoption through our programs. The dogs would be evaluated by staff and any dog we could accept would be transferred to CCHS for a \$25.00 fee.

A copy of this contract is enclosed for your perusal. If your municipality would like to contract with CCHS for secondary holding, the enclosed agreement can be signed and returned and a copy of the fully executed contract will be sent back to you.

Please contact me with any questions at 716.665.2209 x202 or kroberts@chqhumane.org.

Sincerely,



Kellie Roberts, Executive Director
Chautauqua County Humane Society

C A R I N G S I N C E 1 9 2 4

Phone: 716/665-2209 • Fax: 716/665-2615 • www.chqhumane.org



Secondary Contract for the Care of Canines

Municipality of _____

This agreement, made this ____ day of _____, 2022, by and between the MUNICIPALITY of _____, a municipal corporation of the State of New York the party of the first part, hereafter MUNICIPALITY, and Chautauqua County Humane Society, Inc., a domestic not-for-profit corporation created and existing under the laws of the State of New York, having its office and principal place of business at 2825 Strunk Road, Jamestown, Chautauqua County, New York 14701, party of the second part, hereinafter CCHS.

WITNESSED:

WHEREAS, the parties hereto desire to enter into an agreement pursuant to Article 7 of the NYS Agriculture and Markets Law, to provide for the care and sheltering of dogs found within the MUNICIPALITY, placed in the custody of CCHS by the Dog Control Officer (DCO).

Now and therefore it is agreed as follows:

1. CCHS agrees to maintain at its place of business adequate facilities for the proper care and sheltering of dogs.
2. The DCO or any other person authorized by the MUNICIPALITY shall make an appointment prior to surrendering seized dogs. To be considered for surrender to CCHS, all dogs shall have been held and their owners contacted and/or actively sought by the MUNICIPALITY for the redemption period required by law. At the time of surrender the DCO or other authorized person is required to remain at CCHS while the dog is evaluated. CCHS shall take in all dogs who CCHS evaluates as appropriate for adoption to the public, provided the kennel space is available. Dogs who are deemed unfit for adoption shall not be accepted.
3. The MUNICIPALITY agrees to pay CCHS as follows:
 - a. The sum of \$25.00 per dog which is accepted into CCHS for adoption.
 - b. The sum of \$5.00 per puppy (under six months of age) which is accepted into CCHS for adoption.
 - c. The sum of \$50.00 for euthanasia and cremation for any dog/puppy who cannot be accepted into CCHS for adoption.
 - d. In the event that the DCO or law enforcement leaves an animal in the care of CCHS that is not defined by the terms of this agreement, the parties agree that the MUNICIPALITY will pay a per diem fee for each animal – \$25.00 per

dog or puppy – until the MUNICIPALITY retrieves the dog or the redemption period has expired. Associated fees for veterinary care may also apply.

4. In the event the MUNICIPALITY enacts any local law or ordinance establishing different redemption periods than those in Section 118 of the NYS Agriculture and Markets Law, or in the event that the MUNICIPALITY adopts any local laws or ordinances establishing additional conditions for the adoption of an animal or release from custody thereof, the MUNICIPALITY agrees to provide written notice to CCHS of the provisions. CCHS shall not be required to follow the said law or ordinance until written notice has been provided to CCHS from the MUNICIPALITY.
5. The payment of charges incurred by the MUNICIPALITY pursuant to the terms of this agreement shall be billed monthly with payment due within 30 days.
6. The terms of this agreement shall be effective as of _____, 2022, and shall continue until either party gives 30 days' notice in writing to the other party of its intention to terminate the same.

Municipality Authorized Signature _____

Print Name and Title _____

Kellie Roberts, CCHS Executive Director