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Thomas DiMezza, Town Supervisor
Town of Amsterdam
283 Manny's Corner Road
Amsterdam, NY 12010

October 16, 2022

Dear Mr. DiMezza,

Enclosed please find two copies of the Dog Shelter Service Agreement between the Montgomery County SPCA and the Town of Amsterdam for the period beginning January 1, 2023 through December 31, 2024.

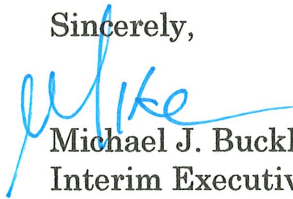
Please note, due to the rising costs of our caring for animals and adequately staffing our facility, we are requesting an increase to \$7,500 a year. This reflects the first increase in our fee since 1993.

Upon approval, kindly sign both copies of the enclosed agreement, keeping one for your records and returning one to our office.

Thank you for your continued support. We look forward to working with your staff.

If you have any questions, you may contact me at 842-8050 or via e-mail at ExecutiveDirector@mc-sPCA.org.

Sincerely,



Michael J. Buckley, CFRE
Interim Executive Director

Montgomery County Society for the Prevention of Cruelty to Animals and
The Town of Amsterdam
Dog Shelter Service Agreement
January 1, 2023 to December 31, 2024

THIS AGREEMENT is made pursuant to the provisions of Article 7 of the Agriculture and Markets Law for the State of New York, by and between the Town of Amsterdam, a municipal corporation in the State of New York hereinafter referred to as “Town” and the Montgomery County Society for the Prevention of Cruelty to Animals, Inc., herein after referred to as the “MCSPCA”, a not-for-profit corporation, created and existing under and by virtue of the laws of the State of New York and having its office and principal place of business located at SPCA Road in the Town of Amsterdam, County of Montgomery and the State of New York.

1. The MCSPCA will provide and maintain a shelter for all dogs, taken into custody by the Town’s Animal Control Officer under any provision of Article 7 of the Agriculture and Market Laws or any Town Ordinance and properly care for such dogs until as provided in the above State Law they are redeemed, adopted, or subject to euthanasia.
2. The Town shall be responsible for the costs of necessary medical treatment by a veterinarian of any animal during the mandatory statutory holding period of five (5) days for licensed and unlicensed dogs. After the five days the MCSPCA will take custody of the animal.
3. The MCSPCA shelter shall at all times during the period of this agreement be under the care and charge of a competent employee and shall be open to the public at reasonable hours:
Monday and Tuesday: Closed
Wednesday through Sunday: 12:00 PM to 4:00 PM
Legal holidays, emergencies, cruelty and neglect investigations excluded.
4. The MCSPCA shelter shall be accessible to the Town’s Animal Control Officer on a twenty-four (24) hour basis. During the hours when the shelter is not open to the public it shall be accessible only for the purpose of leaving animals at the shelter.
5. The MCSPCA shall make every effort to ensure that space is available for animals brought to the MCSPCA by the Town. Should the MCSPCA be unable to provide housing due to contagious disease or overpopulation, the MCSPCA shall not be responsible to reimburse the Town for expenses associated with finding alternate housing facilities.
6. The MCSPCA will assist all police agencies in the investigation of alleged cases of animal cruelty occurring in the Town when those cases are reported to its duly appointed agents by written complaints, signed by those making the complaint.
7. The MCSPCA will follow the provisions of Article 7 of the Agriculture and Market Laws and any rules and regulations promulgated pursuant thereto in relation to the seizure, holding, care, redemption and disposition of seized dogs.
8. The MCSPCA will file and maintain a complete record of any seizure and subsequent disposition of any dog in the shelter’s care in the manner prescribed by the Commissioner of Agriculture and Market, as well as any other record required by Article 7.
9. The MCSPCA will remit to the Fiscal Officer of the Town any fees collected by it in the performance of this contract to which the Town is entitled pursuant to Article 7 of the Agriculture and Market Laws.

10. The MCSPCA will provide and maintain a shelter for any dog deemed dangerous by the municipal judge or justice and taken into custody by the Town's Animal Control Officer or Town's Law Enforcement under any provision of Article 7 of the Agriculture and Market Laws Section 123 or any Town Ordinance. The MCSPCA shall properly care for such dogs until the dog is removed from the MCSPCA's premises by the Town's Animal Control Officer or the Town's Law Enforcement. The Town shall be responsible for necessary medical care and transportation of dangerous dogs to a veterinarian for treatment during the holding period. The Town of Amsterdam will be charged the amount of fifty (50) dollars per day for each dangerous dog held at the MCSPCA.

11. The MCSPCA will provide and maintain a shelter for any dog required to be quarantined for a 10-Day Bite Hold. The MCSPCA shall properly care for such dogs until the dog is removed from the MCSPCA's premises by the Town's Animal Control Officer or Law Enforcement. The Town will be charged the amount of fifty (50) dollars per day for each dog held on a 10-Day Bite Hold at the MCSPCA

12. The Town in consideration of the performance by the MCSPCA of the terms of this agreement, hereby agrees to pay the MCSPCA the sum of Six Thousand Dollars (\$6,000.00) per year in four (4) quarterly installments to be paid as follows:
 - \$1,875.00 by March 1, 2023 and March 1, 2024
 - \$1,875.00 by June 1, 2023 and June 1, 2024
 - \$1,875.00 by September 1, 2023 and September 1, 2024
 - \$1,875.00 by December 1, 2023 and December 1, 2024

13. The terms of this agreement shall commence on January 1, 2023 and end on December 31, 2024 for a period of twenty-four (24) months.


14. Either party to this agreement may terminate this agreement in full by providing a written notice of such termination at least sixty (60) days prior to the termination date. Both parties to this agreement also agree that modifications may be made at any time by written agreement of both parties.

The undersigned parties to this agreement hereby acknowledge their approval of this agreement.

TOWN OF AMSTERDAM

BY: _____ DATE: _____
 Thomas DiMezza, Town Supervisor

MONTGOMERY COUNTY SOCIETY FOR THE PREVENTION OF CRUELTY TO ANIMALS, INC.

BY:  DATE: September 30, 2022
 Jan Zumbolo, President of the Board of Directors