



JUN 21 2021

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**Town of Windham
5976 Windham Hill Rd.
Windham, VT 05359**

June 15, 2021

Dear Michael,

The Windham County Humane Society would be happy to serve as your holding facility to satisfy 20 V.S.A. 3381. If you contracted with us in 2020, the current contract expires on June 30, 2021. Enclosed is a contract for 2021-2022. My apologies for sending it so late.

I have not made any changes to the contract language or the fee*. While the contract is specifically to care for stray or seized animals, your participation helps keep our doors open for all animals in need. We are so grateful to be able to provide affordable veterinary care to keep animals healthy, up-to-date on vaccines and with the families that love them.

I would be happy to answer any questions at a select board meeting (virtual or in person) over the phone or via email at annie@windhamcountyhumane.org.

Last year, we contracted with 17 of the 23 towns in Windham County and one in Bennington County. Working together, we can create a more humane community. Thank you for being part of that community.

Sincerely,

Annie Guion
Executive Director, Windham County Humane Society

**There is a baseline fee of \$350/year for towns with a population under 1,500. Towns with a population of over 1,500 are charged \$.25/person*

CONTRACT FOR ANIMAL HOLDING

This agreement between the Windham County Humane Society, operating in Brattleboro, Vermont, hereinafter referred to as WCHS, and the Town of **Windham**, hereinafter referred to as the TOWN, shall be in effect from ~~7/1/2020~~ through ~~6/30/2021~~.
6/30/2022 7/1/2021

The purpose of this contract is to define the terms by which the Windham County Humane Society will serve as the impoundment facility for the TOWN to satisfy 20 V.S.A. 3381.

WCHS RESPONSIBILITIES

WCHS will accept stray, domestic, canine and feline animals, and small domesticated pets including reptiles and birds found within the TOWN limits. WCHS will shelter safe, legal, healthy animals.

Animals may be relinquished by the Animal Control Officer (ACO), Law Enforcement Officer (LEO) or resident of the town. Town residents must provide proof of residency and complete an intake form stating where the stray animal was found and sign a statement swearing to the accuracy of the information provided.

WCHS will provide the TOWN's ACO/LEO with access to the building to allow for immediate sheltering of stray animals between 5 pm and 8 am daily, when the shelter is not typically staffed, as well as holidays (New Year's Day, Memorial Day, 4th of July, Labor Day, Thanksgiving, Christmas) when the shelter is minimally staffed.

WCHS will be responsible for the care, feeding, cleaning, and advertising of any impounded animal. WCHS reserves the right to accept or reject any TOWN animal based on, but not limited to, the following reasons:

Exclusions

- WCHS will not hold aggressive dogs, including dogs that have been picked up for biting a person. If an aggressive dog is found at WCHS after being delivered by a Town ACO/LEO, the TOWN is responsible for transporting said animal to a veterinary clinic and for any medical bills incurred in handling the animal.
- WCHS will not hold known feral cats at its facility. Feral kittens under 8 weeks of age may be held for evaluation at the discretion of the WCHS staff.
- Grievously injured or sick animals requiring immediate veterinary care must be transported directly to a veterinary clinic by the TOWN. WCHS staff are available daily, except Sundays, from 10 am to 5 pm to determine if an animal needs veterinary care or can be cared for at the shelter by WCHS staff.
- WCHS will not hold animals for rabies observation. WCHS cannot safely sequester such animals from the public. The TOWN is responsible for rabies holds.
- The TOWN may not bring to the shelter any animals considered illegal as per Vermont State Annotated Statutes.
- WCHS will not hold any wildlife, including frozen specimens.
- WCHS will not hold livestock.

WCHS will act on behalf of the TOWN to reunite stray animals with their owners and collect town impoundment fees for canines to be forwarded to the town with claim paperwork. WCHS will release animals during shelter business hours. Proof of current rabies vaccination will be required for all cats, ferrets and dogs over 16 weeks of age prior to release of an animal to its owner. WCHS will hold animals who are named on the Town Warrant List until the animal is licensed.

WCHS will issue a disposition report and impoundment fee to the TOWN for each animal claimed by its owner on a monthly basis. A town disposition form that captures owner's contact information and containing the Soldiers & Sailors act will be utilized.

TOWN RESPONSIBILITIES

The TOWN shall pay WCHS a flat fee of \$350 to serve as the impoundment facility for the TOWN to satisfy 20 VSA 3381. The TOWN will set impoundment fees to be paid by owners reclaiming stray dogs. In the event that a TOWN animal requires veterinary care within the five-day legal hold period, those services will be approved by the TOWN (except for emergency treatment during hours when the TOWN is not available).

Any and all animals not claimed within five (5) business days of acceptance at the WCHS shelter are considered released to WCHS for their discretion regarding release or disposal. If an animal proves to be too aggressive to safely adopt into

the community, it shall be euthanized and the remains cremated, this service to be included in the flat fee paid by the TOWN.

The TOWN will inform WCHS immediately of any changes in personnel and contact information in regards to the ACO/LEO. New ACO/LEOs are responsible for calling the WCHS to arrange a time to come to the facility for training on impounding animals after hours, at which time they will be issued a code for access after hours. The TOWN's ACO/LEO is responsible for placing an impounded animal in a kennel or cage, providing water and completing an intake form.

LEGAL IMPOUNDMENT: Seizure of animals by the town for suspected violation of VT Annotated Statutes. Any TOWN animal, excluding livestock or aggressive or severely ill or injured animals, seized for legal impoundment due to suspected violation of the Vermont Annotated Statutes will be held at WCHS for five (5) business days, during which time the TOWN may file appropriate papers to charge the owner with cruelty, neglect, abandonment or failure to license (applies to canines only). Should the town choose not to file charges, the owners will have an additional three (3) business days to reclaim animals. In the event that the owners do not claim the animals, automatic surrender to the WCHS will occur and the TOWN will pay all fees associated with said animals for the time held. The maximum charges will not exceed eight (8) business days in cases where the town does not file charges.

The TOWN will reimburse WCHS for any additional costs incurred as a result of prolonged court action where animals are seized under suspected violation of the Vermont Annotated Statutes. The WCHS shall not admit any animals so seized until the appropriate Town officials have been notified and approve in writing, including fax or email, the placement of the seized animals at WCHS. The TOWN shall be responsible for recovering any such costs from the violator charged in the court action.

In the event of a cruelty, neglect or abandonment investigation involving livestock, the WCHS will assist in finding proper shelter and transportation for the animals at the expense of the TOWN.

GENERAL

The TOWN will hold harmless and indemnify WCHS, its employees, volunteers and Board of Directors from any and all claims for injuries, accidents or death of TOWN police officers, authorized agents or animals while on WCHS property, or any function sponsored by or in conjunction with WCHS.

WCHS will hold harmless and indemnify the TOWN, its employees, agents and elected officials from any and all claims for injuries or damages caused to any animals while in the care, custody and control of WCHS.

In the event that a dispute should occur between WCHS and the TOWN, the matter will be resolved through binding arbitration.

This contract is subject to modification if both parties agree, and renewal on a schedule to be determined by both parties, with the approval of both parties.

The contract can be nullified by either party with thirty (30) days written notice.

The parties hereby have approved and executed this agreement:



WCHS Authorized Agent

E.D.

title

Selectman

6/15/21

Date

7/5/2021

TOWN Authorized Agent

title

Date