

Agreement Between The Town of Johnsburg and Countryside Veterinary Practice

Agreement, made this _____ day of January, 2021, by and between the Town of Johnsburg and acting by and through it's Supervisor, pursuant to a resolution of the Town Board, duly adopted on the _____ day of January, 2021, hereinafter called the " TOWN" and Countryside Veterinary Practice, P.C. with an address of 270 Queensbury Avenue, Queensbury, New York, acting through James Keller, D.V.M. hereinafter called the "VETERINARIAN".

WHEREAS, The TOWN, pursuant to Article 7 of the Agriculture and Markets Law of the State of New York, desires to enter into a contract with the VETERINARIAN, whereby the VETERINARIAN will furnish services to the people of the Town of Johnsburg in the nature of impounding lost or stray dogs, and

WHEREAS, the VETERINARIAN desires to enter into a contract with the Town of Johnsburg to furnish such services to the people of the TOWN.

Now, Therefore, be it agreed as follows:

1 - The Veterinarian agrees to furnish services for the impoundment of lost or stray dogs according to the following fee schedule:

A. Daily Impoundment fee	\$20.00
B. Flea treatment	\$ 5.00
C. Emergency Examination	\$90.00
D. Daily Hospitalization Rate	\$25.00
E. Euthanasia and Transport	\$75.00
F. Cremation (depending on weight)	\$50-130
G. Spay/ Neuter	\$40.00
H. Rabies Vaccination	\$40.00

2. - In consideration for furnishing such services by the VETERINARIAN, the TOWN agrees to pay the VETERINARIAN on a QUARTERLY basis, with TEN days of invoice, such amount as billed pursuant to the fee schedule set out above.

3 This agreement is executed pursuant to Article 7 of the Agriculture and Markets Law of the State of New York, each dog which is not identified shall be held for a period of NINE (9) days from the day seized. Identified dogs shall be held for a period of SEVEN (7) days after notice of seizure if personally delivered to the owner of said dog and NINE (9) days from the date notice is mailed to the owner of said dog. The VETERINARIAN agrees the seized dog shall be held for the applicable time periods specified above in compliance with Section 118 of the New York State Agriculture and Markets Law.

4. It is mutually covenanted and agreed that the term of this Agreement shall commence as of the date of this instrument and shall be a continuing contract, subject to annual ratification by resolution of the Town Board of the Town of Johnsburg.

5. This agreement is executed in triplicate with each copy having the same force and effect of the original thereof.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.

Town of Johnsburg

By _____
Andrea Hogan, Supervisor

Countryside Veterinary Practice, P.C.

By _____
James Keller, D.V.M.