

**Agenda**  
**January 2, 2024**  
at School  
**Town of Arietta**

- Call to Order
- Roll Call
- Motion to approve minutes for the December 20th meeting
- Resolutions
  - **24-01-01 Organizational**
  - **24-01-02 Procurement**
  - **24-01-03 Investment**
  - **24-01-04 Brennan Agreement**
  - **24-01-05 Senior Agreement**
  
- **Snowmobile Trails –Grier**
- **Town Buildings and Grounds - Stobo**
- **Internal Management / Insurance, C. Rhodes**
- **Recreation, Website & Chamber, Campsite- C Wilt**
- **Finance / Airport-C. Rhodes**
- **Lake / Dam /Cemetery -Rajca**
- **Superintendent report– Craig Small**
- **Codes and Zoning – Mel Lascola**
  
- **Old Business**
  - Frontier Lease
  
- **New Business**
  - Community Hall Person to oversee the use: include inspection before and after events, keys, etc.
  
- Open Fuel Bids
- Motion to accept the bills
- Motion to accept the financial statements
- Public Comment
- Designation of next Meeting Tuesday, January 16, 2023
- **Motion to adjourn**

**TOWN OF ARIETTA**

At a regular meeting of the Arietta Town Board at the Piseco Common School on 1722 State Route 8 in the Town of Arietta, Hamilton County, New York on:

January 2, 2024

Resolution # 24-01-01

Subject: **Organizational Meeting of the Arietta Town Board for the year 2024**

Resolution Offered By: \_\_\_\_\_

**WHEREAS:** the Town Board of Arietta will approve and/or establish the following appointments and designations:

- Chris Rhodes-----Purchasing Agent
- Chris Rhodes-----Budget Officer
- Christy Wilt-----Deputy Supervisor
- Mel LaScola-----Code Enforcement Officer
- Mel LaScola-----Building/Safety Inspector
- Brad Parslow-----Deputy Building/Safety Inspector/Code Enforcement Officer
- Laura Morehouse---Animal Control Officer
- Laura Morehouse---Registrar of Vital Statistics
- Jodie Small-----Deputy Tax Collector
- Marion Parslow----Deputy Town Clerk
- Vicki Fish-----Town Historian
- Joyce Page-----Justice Clerk
- Craig Small-----Refuse & Recyclable Foreman
- Craig Small-----Safety Coordinator
- Craig Small-----Parks & Recreation, Grounds & Buildings
- Matthew Wilt-----Deputy Highway Superintendent
- Johnny Rajca-----Cemetery, Dam Committee

All town employees, and elected and appointed officials will be paid on a bi-weekly basis.

All town equipment and property will be identified and labeled as such.

The regular monthly meetings of the Town Board will be held on the first Monday and third Monday of each month at 5:00 pm unless otherwise noted, and all bills will be submitted by noon on the Friday before the Board Meeting

NBT, or any commercial bank designated by the Board in resolution will be the official bank of the Town of Arietta

The Hamilton County Express and the Leader Herald of Gloversville will be designated as the official newspapers of the Town of Arietta

The Town Board will review the financial books of the Supervisor, Justices, Town Clerk, and Tax Collector at the January 16, 2024 meeting

The Supervisor is authorized to invest idle town funds in NBT Bank Certificates of Deposit or Money Market Accounts

Any Town Official (authorized by the Town Board) may attend the Association of Towns Meetings in New York City and other meetings & training pertaining to Town business and the town will reimburse any official charges.

The Supervisor is authorized to pay utility and water testing bills, postage, and payroll before the audit of the Town Board and these bills will be audited at the following Town Board Meeting

The reimbursable mileage rate for approved charges is 67 cents per mile.

Salaries for Elected Officials and Appointed Personnel are set forth as established in the 2024 Town Budget:

3.0 % increase in the Wage and Salary Structure adopted by the Town Board (see attached) in 2024 for the following Grade 1-9 positions:  
Laborers (General, Highway & Airport)  
Account Clerk, Account Clerk/Typist  
Motor Equipment Operator  
Heavy Equipment Operator  
Automotive Mechanic

**THEREFORE, LET IT BE RESOLVED:** the Town Board, Town of Arietta approves the above appointments, salaries, wages, and standards.

Seconded by: \_\_\_\_\_ and put to a vote, which resulted as follows:

AYES:	NOES:	ABSTAIN	ABSENT:
Jacquelyn Grier _____	Jacquelyn Grier _____	Jacquelyn Grier _____	Jacquelyn Grier _____
John Rajca _____	John Rajca _____	John Rajca _____	John Rajca _____
Douglas Stobo _____	Douglas Stobo _____	Douglas Stobo _____	Douglas Stobo _____
Christy Wilt _____	Christy Wilt _____	Christy Wilt _____	Christy Wilt _____
Christian Rhodes _____	Christian Rhodes _____	Christian Rhodes _____	Christian Rhodes _____

\_\_\_\_\_  
Town Clerk

\_\_\_\_\_  
Date

**TOWN OF ARIETTA**

At a regular meeting of the Arietta Town Board at the Piseco Common School on 1722 State Route 8 in the Town of Arietta, Hamilton County, New York on:

January 2, 2024 at 5:00pm

Resolution # 24-01-02

Subject: **Procurement Policy**

Resolution Offered By: \_\_\_\_\_

**WHEREAS:** Section 104-b of the General Municipal Law (GML) requires every town to adopt internal policies and procedures governing all procurement of goods and services not subject to the bidding requirements of GML~103 or any other law; and

**WHEREAS:** comments have been solicited from those officers of the Town involved with procurement, and

**THEREFORE, LET IT BE RESOLVED:** that the Town of Arietta does hereby adopt the following procurement policies and procedures:

Guideline 1 Every prospective purchase of goods or services shall be evaluated to determine the applicability of GML~103. Every Town Officer, Board, Department Head, or other personnel with the requisite purchasing authority (hereinafter Purchaser) shall estimate the cumulative amount of the items of supply or equipment needed in a given fiscal year. That estimate shall include the canvass of other town departments and history to determine the likely yearly value of the commodity to be acquired. The information gathered and conclusions reached shall be documented and kept with the file or other documentation supporting the purchase activity.

Guideline 2 All purchases of a) supplies or equipment which will exceed \$20,000 in the fiscal year or b) public works contracts over \$35,000 shall be formally bid pursuant to GML ~ 103.

All estimated purchases of:

~ Less than \$20,000 but greater than \$10,000 requires a written **request for a proposal** (RFP) and written/fax/email quotes from three vendors.

~ Less than \$10,000 but greater than \$6,000 requires an oral request for the goods and written/fax/email quotes from three vendors.

~ Less than \$6,000 but greater than \$2,500 requires an oral request for the goods and oral/written/fax/email quotes from two vendors.

~ Less than \$2,500 is left to the discretion of the Purchaser.

All estimated public works contracts of:

~ Less than \$35,000 but greater than \$15,000 requires a written RFP and written/fax/email proposals from three contractors.

~ Less than \$15,000 but greater than \$3,000 requires a written RFP and written/fax/email proposals from two contractors.

~ Less than \$3,000 is left to the discretion of the Purchaser.

Any written RFP shall describe the desired goods, quantity, and the particulars of delivery. The Purchaser shall compile a list of all vendors/contractors from whom written/fax/email/oral quotes have been requested and the written/fax/email/oral quotes offered.

All information gathered in complying with the procedures of this Guideline shall be preserved and filed with the documentation supporting the subsequent purchase or public works contract.

Guideline 3        The lowest responsible proposal or quote shall be awarded the purchase or public works contract unless the Purchaser prepares a written justification providing reasons why it is in the best interest of the Town and its taxpayers to make an award to other than the low bidder. (For example: the second low bidder is a business in town, paying property taxes and their quote was within 5% of the low bidder which is an out of state business or supplier.). If a bidder is not deemed responsible, facts supporting that judgment shall also be documented and filed with the record supporting the procurement.

**Guideline 4** A good faith effort shall be made to obtain the required number of proposals or quotations. If the Purchaser is unable to obtain the required number of proposals or quotations, the Purchaser shall document the attempt made at obtaining the proposals. In no event shall the inability to obtain the proposals or quotes be a bar to the procurement.

**Guideline 5** Except when directed by the Town Board, no solicitation of written proposals or quotations shall be required under the following circumstances:

- a). Acquisition of professional services
- b). Emergencies
- c). Sole source situations
- d). Goods purchased from agencies for the blind or severely handicapped
- e). Goods purchased from correctional facilities
- f). Goods purchased from another governmental agency
- g). Goods purchased at auction
- h). Goods purchased for less than \$2,500
- i). Public works contacts for less than \$3,000

**Guideline 6** This policy shall be reviewed annually by the Town Board at its organizational meeting or as soon thereafter as is reasonably practicable.

Seconded by: \_\_\_\_\_ and put to a vote, which resulted as follows:

AYES:	NOES:	ABSTAIN	ABSENT:
Jacquelyn Grier _____	Jacquelyn Grier _____	Jacquelyn Grier _____	Jacquelyn Grier _____
John Rajca _____	John Rajca _____	John Rajca _____	John Rajca _____
Douglas Stobo _____	Douglas Stobo _____	Douglas Stobo _____	Douglas Stobo _____
Christy Wilt _____	Christy Wilt _____	Christy Wilt _____	Christy Wilt _____
Christian Rhodes _____	Christian Rhodes _____	Christian Rhodes _____	Christian Rhodes _____

\_\_\_\_\_  
Town Clerk

\_\_\_\_\_  
Date

State of New York)

) SS:

County of Hamilton)

I, \_\_\_\_\_, Clerk of the Town of Arietta, New York, do hereby certify that I have compared the foregoing copy of this Resolution with the original on file in my office, and that the same is a true and correct transcript of said original Resolution and of the whole thereof, as duly adopted by said Town Board, Town of Arietta at a meeting on January 2, 2024 by the required and necessary vote of the members to approve the Resolution.

Witness My Hand of the Official Seal of Town of Arietta, NY this \_\_\_\_\_2024

\_\_\_\_\_  
Town Clerk

**SEAL**

# TOWN OF ARIETTA

At a regular meeting of the Arietta Town Board at the Piseco Common School on 1722 State Route 8, in the Town of Arietta, Hamilton County, New York on:

January 2, 2024, at 5:00 pm

Resolution # 24-01-03

Subject: **Investment Policy Update**

Resolution Offered By: \_\_\_\_\_

**WHEREAS:** General Municipal Law (GML) requires every town to adopt internal policies and procedures governing investment procedures

**THEREFORE, LET IT BE RESOLVED:** that the Town of Arietta does hereby adopt the following investment policy:

## TOWN OF ARIETTA INVESTMENT POLICY

- I. **SCOPE** – This investment policy applies to all moneys and other financial resources available for investment on its own behalf or on behalf of any other entity or individual.
  
- II. **OBJECTIVE** – The primary objectives of the local government’s investment activities are, in priority order,
  - a. to conform with all applicable federal, state and other legal requirements (legal);
  - b. to adequately safeguard principal (safety);
  - c. to provide sufficient liquidity to meet all operating requirements (liquidity); and
  - d. To obtain a reasonable rate of return (yield).
  
- III. **DELEGATION OF AUTHORITY** – The governing board’s responsibility for administration of the investment program is delegated to the Town Supervisor, who shall establish written procedures for the operation of the investment program consistent with these investment guidelines. Such procedures shall include an adequate internal control structure to provide a satisfactory level of accountability based on a database or records incorporating description and amounts of investments, transaction dates and other relevant information and regulate the activities of subordinate employees.
  
- IV. **PRUDENCE** – All participants in the investment process shall be made with judgment and care, under circumstances then prevailing, which persons of prudence discretion and intelligence exercise in the management of their own affairs, not for speculation, but or investment, considering the safety of the principal as well as the probable income to be derived. All participants involved in the investment process shall refrain from personal business activity that could conflict with proper execution of the investment program, or which could impair their ability to make impartial investment decisions.



V. **DIVERSIFICATION** – It is the policy of the Town of Arietta to diversify its deposits and investments by financial institution, by investment instrument, and by maturity scheduling.

VI. **INTERNAL CONTROLS** - It is the policy of the Town of Arietta for all moneys collected by any officer or employee of the government to transfer those funds to the Supervisor within 30 days of deposit, or within the time period specified in law, whichever is shorter. The Supervisor is responsible for establishing and maintaining an internal control structure to provide reasonable, but not absolute, assurance that deposits and investments are safeguarded against loss from unauthorized use or disposition that transactions are executed in accordance with management’s authorization and recorded properly and are managed in compliance with applicable laws and regulations.

VII. **DESIGNATION OF DEPOSITARIES** - The banks and trust companies authorized for the deposit of monies up to the following maximum amounts are:

<u>Depository Name</u>	<u>Maximum Amount</u>	<u>Officer</u>
NBT Bank	\$3,750,000.00	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

VIII. **COLLATERALIZING OF DEPOSITS** – In accordance with the provisions of the General Municipal Law, ~10, all deposits of the Town of Arietta, including Certificates of Deposit and special time deposits, in excess of the amount insured under the provision of the Federal Deposit Insurance Act shall be secured:

1. By a pledge of “eligible securities” with an aggregate “market value”, or provided by General Municipal Law, ~10, equal to the aggregate amount of deposits from the categories designated in Appendix A to the policy.

2. By an eligible “irrevocable letter of credit” issued by a qualified bank other than the bank with the deposits in favor of the government for a term not to exceed 90 days with an aggregate value equal to 140% of the aggregate amount of deposits and the agreed upon interest, if any. A qualified bank is one whose commercial paper and other unsecured short-term debt obligations are rated in one of the three highest rating categories by at least one nationally recognized statistical rating organization or by a bank that is in compliance with applicable federal minimum risk based capital requirements.

3. By an eligible surety bond payable to the government for an amount at least equal to 100% of the aggregate amount of deposits and the agreed upon interest, if any, executed by an insurance company authorized to do business in New York State, whose claims – paying ability is rated in the highest rating category by at least two nationally recognized statistical rating organizations.

IX. **SAFEKEEPING AND COLLATERALIZATION** - Eligible securities used for collateralizing deposits shall be held by NBT Bank and The Bank of New York Mellon (BNY Mellon) and/or a third party bank or trust company subject to security and custodial agreements. The security agreement shall provide that eligible securities are being pledged to secure local government deposits together with agreed upon interest, if any and any costs or expenses arising out of the collection of such deposits upon default. It shall also provide the conditions under which the securities may be sold, presented for payment, substituted or released and the events, which will enable the local government to exercise its rights against the pledged securities. In the event that the securities are not registered or inscribed in the name of the local government, such securities shall be delivered in a form suitable for transfer or with an assignment in blank to the custodial bank. The custodial agreement shall provide that securities held by

the bank or trust company or agent of and custodian for the local government, will be kept separate and apart from the general assets of the custodial bank or trust company and will not, in any circumstances, be commingled with or become part of the backing for any other deposit or other liabilities. The agreement should also describe that the custodian shall confirm the receipt, substitution or release of the securities. The agreement shall provide for the frequency of revaluation or eligible securities and for the substitution of securities when a change in the rating of a security may cause ineligibility. Such agreement shall include all provisions necessary to provide the local government a perfected interest in the securities.

**X. PERMITTED INVESTMENTS** – As authorized by General Municipal law ~11, the Town of Arietta authorizes the Town Supervisor to invest moneys not required for immediate expenditure for terms not to exceed its projected cash flow needs in the following investments:

Special time deposit accounts

Certificates of deposit

Obligations of the United States of America

Obligations guaranteed by agencies of the United States of America where the payment of principal and interest are guaranteed by the United States of America;

Obligations of New York State

Obligations of issued pursuant to LFL~24.00 or 25.00 with approval of the State Comptroller by any municipality, school district or district corporation other than the Town of Arietta;

Obligations of public authorities, public housing authorities, urban renewal agencies and industrial development agencies where the general State statutes governing such entities or whose specific enabling legislation authorizes such investments;

Certificates of Participation (COP) issued pursuant to GML ~6-c,6-d,6-e,6-g,6-h,6-j,6-k,6-l,6-m, or 6-n;

All investment obligations shall be payable or redeemable at the option of the Town of Arietta within such times as the proceeds will be needed to meet expenditures for purposes for which the moneys were provided and, in the case of obligations purchased with the proceeds of bonds or notes, shall be payable or redeemable at the option of the Town of Arietta within two years of the date of purchase.

**XI. AUTHORIZED FINANCIAL INSTITUTIONS AND DEALERS** – The Town of Arietta shall maintain a list of financial institutions and dealers approved for investment purposes and establish appropriate limits to the amount of investments, which can be made with each financial institution or dealer. All financial institutions with which the local government conducts business must be credit worthy. Banks shall provide their most recent Consolidated Report of Condition at the request of the Town of Arietta. Security dealers not affiliated with a bank shall be required to be classified as reporting dealers affiliated with the New York Federal Reserve Bank, as primary dealers. The Supervisor is responsible for evaluating the financial position and maintaining a listing of proposed depositories, trading partners and custodians. Such listing shall be evaluated at least annually.

**XII. PURCHASE OF INVESTMENTS** - The Supervisor is authorized to contract for the purchase of investments:

1. Directly, including through a repurchase agreement, from an authorized trading partner.

2. By participation in a cooperative investment program with another authorized governmental entity pursuant to Article 5G of the General Municipal Law where such program meets all the requirements set forth in the Office of the State Comptroller Opinion #88-46, and the specific program has been authorized by the governing board.

3. By utilizing an ongoing investment program with an authorized tracking partner pursuant to a contract authorized by the governing board.

All purchased obligations, unless registered or inscribed in the name of the local government, shall be purchased through, delivered to and held in the custody of a bank or trust company. Such obligations shall be purchased, sold or presented for redemption or payment by such bank or trust company only in accordance with prior written authorization from the officer authorized to make the investment. All such transactions shall be held pursuant to a written custodial agreement as described in General Municipal Law ~10.

The custodial agreement shall provide that securities held by the bank or trust company, as agent of and custodian for, the local government, will be kept separate and apart from the general assets of the custodial bank or trust company and will not, in any circumstances, be commingled with or become part of the backing for any other deposit or other liabilities. The agreement shall describe how the custodian shall confirm the receipt and release of the securities. Such agreement shall include all provisions necessary to provide the local government a perfected interest in the securities.

**XIII. REPURCHASE AGREEMENTS** – Repurchase agreements are authorized subject to the following restrictions:

All repurchase agreements must be entered into subject to a Master Repurchase Agreement.

Trading partners are limited to banks or trust companies authorized to do business in New York State and primary reporting dealers.

Obligations shall be limited to obligations of the United States of America and obligations of agencies of the United States of America where principal and interest are guaranteed by the United States of America.

No substitution of securities will be allowed.

The custodian shall be a party other than the trading partner.

Seconded by: \_\_\_\_\_ and put to a vote, which resulted as follows:

AYES:	NOES:	ABSTAIN	ABSENT:
Jacquelyn Grier _____	Jacquelyn Grier _____	Jacquelyn Grier _____	Jacquelyn Grier _____
John Rajca _____	John Rajca _____	John Rajca _____	John Rajca _____
Douglas Stobo _____	Douglas Stobo _____	Douglas Stobo _____	Douglas Stobo _____
Christy Wilt _____	Christy Wilt _____	Christy Wilt _____	Christy Wilt _____
Christian Rhodes _____	Christian Rhodes _____	Christian Rhodes _____	Christian Rhodes _____

\_\_\_\_\_  
Town Clerk

\_\_\_\_\_  
Date

State of New York)

) SS:

County of Hamilton)

I, \_\_\_\_\_, Clerk of the Town of Arietta, New York, do hereby certify that I have compared the foregoing copy of this Resolution with the original on file in my office, and that the same is a true and correct transcript of said original Resolution and of the whole thereof, as duly adopted by said Town Board, Town of Arietta at a meeting on January 2, 2024 by the required and necessary vote of the members to approve the Resolution.

Witness My Hand of the Official Seal of Town of Arietta, NY this \_\_\_\_\_ 2024

\_\_\_\_\_  
Town Clerk

**SEAL**

## TOWN OF ARIETTA

At a regular Meeting of the Arietta Town Board at the Piseco Common School, 1722 State Route 8 Piseco in the Town of Arietta, Hamilton County, New York on:

January 2, 2024, at 5:00 pm

Resolution #        24-01-04

Subject:        **Agreement with James A. Brennan Memorial Humane Society**

Resolution Offered By: \_\_\_\_\_

**WHEREAS:** the Town of Arietta Animal Control Officer, on various occasions, needs to take stray, unclaimed dogs to a Humane Society, and

**WHEREAS:** to use this service when needed, it is necessary to enter into an agreement with an agency, and

**WHEREAS:** an annual Agreement for the James A. Brennan Memorial Humane Society has been reviewed by the Town of Arietta Town Board in the amount of \$750.00 to be paid out of #A3520.400 Animal Control Contractual Expense Account, and

**THEREFORE, LET IT BE RESOLVED:** the Arietta Town Board will give the Supervisor permission to sign the annual agreement for 2024 with the James A. Brennan Memorial Humane Society.

Seconded by: \_\_\_\_\_ and put to a vote, which resulted as follows:

AYES:	NOES:	ABSTAIN	ABSENT:
Jacquelyn Grier _____	Jacquelyn Grier _____	Jacquelyn Grier _____	Jacquelyn Grier _____
John Rajca _____	John Rajca _____	John Rajca _____	John Rajca _____
Douglas Stobo _____	Douglas Stobo _____	Douglas Stobo _____	Douglas Stobo _____
Christy Wilt _____	Christy Wilt _____	Christy Wilt _____	Christy Wilt _____
Christian Rhodes _____	Christian Rhodes _____	Christian Rhodes _____	Christian Rhodes _____

\_\_\_\_\_  
Town Clerk

\_\_\_\_\_  
Date

**JAMES A. BRENNAN MEMORIAL HUMANE SOCIETY**

**CONTRACT AGREEMENT**

**2024**

Agreement, made this first day of January 2024 by and between the Town Of Arietta, a municipal corporation in and of the State of New York, hereinafter referred to as “municipality”, party of the First Part, and the James A. Brennan Memorial Humane Society, Inc., a non-profit corporation, organized and existing under the Laws of New York, and having its principal office place of business at 437 Nine Mile Tree Road, Town of Mayfield, Fulton County, State of New York, hereinafter referred to as “Humane Society”, party of the Second Part.

ARTICLE I

Humane Society, in consideration of payment to it in the sum of Seven Hundred and Fifty Dollars (\$750.00) payable as hereinafter set forth, hereby covenants and agrees to provide the following Basic Services forth term of this Contract, which shall commence on the first day of January 2024 and continue until the 31st day of December 2024.

1. The Humane Society will also care for in its shelter, as space permits, any dog or cat suspected of rabies when ordered to do so by the Health Officer of the municipality, or agent, for such period directed by said Health Officer or Agent, but in no event shall the Humane Society keep such animal(s) any more than ten (10) calendar days. A fee of \$40.00 per day will be charged to the municipality beginning with the first day of confinement.

2. The Humane Society will provide and maintain a shelter for lost, stray or homeless dogs and cats as mandated per NYS law, which shall be in the care of competent employees. The Humane Society will be open to the public as follows: Monday, Tuesday, Wednesday, Thursday, Friday and Saturday 11:00pm to 3:00pm, and Sunday 11:00-2:00pm. We will be closed all major holidays. DCOs, ACOs and Police will have extended availability.

3. The services as outlined in this article are not applicable to feral cats. A

separate agreement would have to be developed to deal with this situation should the need arise. (This section is applicable to Article III.)

4. The municipality covenants and agrees to furnish Police Officers(s)/Law Enforcement Officer(s) to protect the agents of the Humane Society in the execution of their duties under the terms of this Agreement when so requested by the Humane Society.

5. Any sick or injured animal must receive veterinary care prior to coming to the Humane Society. Veterinary expenses for any animal held during any legal holding period by the Humane Society shall be the responsibility of the municipality in which the animal was found. In the event an animal needs veterinary care during any legal holding period, the Humane Society shall first contact the animal Control Officer or Police Officer on duty. The Municipality shall have three (3) hours to pick the animal up for treatment or authorize the Humane Society to have the animal treated by a veterinarian of the Humane Society's choice. The municipality agrees to notify the Humane Society if the municipality decides to euthanize an animal during the legal holding period and give the Humane Society the option to treat the animal at its expense.

6. The municipality shall pay the aforesaid consideration for basic services to the party of the Second Part in equal installments as follows:

Seven Hundred Fifty Dollars (\$750.00) with the signed agreement.

After the first three animals received from the municipality, the municipality shall pay the Humane Society, within thirty days of receipt of invoice , Three Hundred Fifty Dollars per animal thereafter. Accepting animals above and beyond the number contracted for will be at the discretion of the Humane Society and will be dependent on availability of space

7. Nothing herein contained shall prohibit the Humane Society from obtaining donations, contributions or any other compensation from residents of the municipality or other persons, for adoptions of animals or on receiving unwanted dogs and cats, or



otherwise. (This section is applicable to Articles II & III.)

8. The Humane Society shall have complete discretion as to what animals they will take possession of after the legal holding period. The Humane Society shall have complete discretion as to the intake of animals being seized due to special circumstance and to the length of time that it shall hold any animal placed in its custody under Article I, and the manner of disposal or adoption, subject to such Federal or State Laws, Rules or Regulations as applicable. All dogs being redeemed will be held until proof of a valid license is submitted. Further, all animals leaving the Humane Society shall first be required to have proof of up-to-date rabies vaccination prior to the animal being either adopted or redeemed, unless medically contraindicated. (This section is applicable to Articles II & III.)

9. Per NYS Law the Humane Society does not have the authority to seize or impound animals. The Humane Society, by contractual agreement, will shelter animals ordered held by the courts, municipalities or public health department after complete and accurate disclosure, at a fee of \$40.00 per day. This fee will commence with the first day of confinement. The municipality is responsible to the shelter for such payment. In addition, any veterinary expenses, shelter vaccinations will also be the responsibility of the municipality. Payments are due on a monthly basis. The Humane Society reserves the right to refuse any and all animals ordered held due to space limitations. The municipality is to call the Humane Society to verify space prior to bring in animals. (This section is applicable to Article II.)

10. The Humane Society shall have no obligation to ascertain the source of funds which is expended by the municipality for basic services contained in Article I of this contract.

## ARTICLE II

### (Dealing with "Stray" or Unlicensed Dogs)

11. For the term of this contract, as set forth above, the Humane Society, pursuant to Article 7, Section 114 of the Agriculture and Markets Law, will provide and maintain a shelter for the municipality for dogs seized by the Dog/Animal Control Officer, peace officer or other police officer of the municipality because (a) "it is not identified and is not on the owner's premises," or (b) "it is not licensed, whether on or off the owner's premises," and the Humane Society will properly care for such dogs in such shelter and will humanely euthanize or make available for adoption such seized dogs not redeemed pursuant to Article 7, Section 117 of the Agriculture and Markets Law, for the consideration hereinafter set forth. It is, however, specifically agreed that the municipality shall not be liable for any payment for care of dogs after the expiration of the redemption period, except when such animal is held by the Humane Society pursuant to court order or other special request of the municipality or health department.

12. The Humane Society will follow the provisions of Article 7 of the Agriculture and Markets Law, in relation to the holding, care, redemption and disposition of seized dogs under Article II of this contract, but shall be under no obligation to ascertain the source of funds which is expended by the municipality for services set forth in Article II, referred to in Section 117 of the Agriculture and Markets Law. (This section is applicable to Article III.)

13. The Humane Society shall have the right to charge the owner of any such dog seized under Article II of this contract a boarding fee. Such boarding fee may commence forty-eight (48) hours after the owner becomes aware, or should have been aware, of the presence of the dog at the shelter. In no event shall the Humane Society be eligible to receive payment under both Article I, Section 10 and this section for the same time period.

In any such case Article I, Section 10 shall prevail, if applicable. (This section is applicable to Article III.)

14. The Humane Society will file and maintain a complete record of all such dogs seized and delivered to the shelter under this Article, and the subsequent disposition, for inspection by appropriate representatives of Agriculture and Markets or the municipality. (This section is applicable to Article III.)

### ARTICLE III

(Dealing with new laws or expansion of animal control capabilities)

15. The shelter will continue to provide proper shelter and care for dogs delivered to it for being in violation of existing leash/ licensing laws by DCOs/ACOs or Police Officers as specified in Article I. If there is a change in the status of DCOs (becoming ACOs), a local ordinance enacted or the handling of cats by Police Officers resulting in the admission of stray cats (excluding feral cat populations) to the shelter there will be an automatic 25% increase in the existing contract fee.

16. The municipality shall supply the Humane Society with a certified copy of such Local Law or ordinance and any amendments in effect on and/or after the execution of this Agreement, any subsequent Local Law or Ordinance or amendment thereto within thirty (30) days after adoption, and file with the Humane Society redemption periods in effect at all times, and copies of Court dispositions or other dispositions involving the dogs or cats alleged violating the "leash law". It is, however, specifically agreed that the municipality shall not be liable for any payment for care of dogs after expiration of the redemption period in such Local Law.

## MISCELLANEOUS PROVISIONS

17. In the event any payment due hereunder is not paid when due, and remains unpaid for a period of thirty (30) days, the Humane Society shall, unless otherwise agreed, have the right to immediately cease all services covered by this Agreement until the full consideration due under Article I is paid in advance.

18. With regard to dogs and cats delivered by a municipality to the Humane Society shelter under Article 7 of the Agriculture and Markets Law, or Local Law or Ordinance, the municipality shall save and hold harmless the Humane Society from any and all claims of liability regarding the animal from the date of its delivery to the expiration of the applicable redemption period, any such claim does not arise from any act or acts of negligence or other fault on the part of the Humane Society.

19. The Humane Society shall not be required to shelter any cat, dog or other animal seized due to alleged neglect and/or abuse. The Humane Society, only after complete and accurate disclosure, will have the sole discretion in determining whether to accept such alleged neglected and/or abused animals. In any and all such cases where the Humane Society agrees to shelter, feed and water the seized animal(s), the involved municipality shall be directly responsible to the veterinarian for any and all veterinarian care of such animal(s) as the Humane Society deems appropriate and shall reimburse the Humane Society, on a monthly basis, forty dollars (\$40.00) per day per animal for maintaining the animal(s) commencing with the first day of confinement. With respect to applicable court orders, or otherwise, pertaining to the seizure of alleged neglected and/or abused animals, the Humane Society shall have access to any and all such Court Orders, or otherwise, prior to any subsequent agreement by the Humane Society to shelter and maintain the animal(s). Such animals can be refused based on space.

20. Exclusive of Section 19 above, the Humane Society has the right to refuse any Court Order or special request regarding the seizure and holding of any animal shall be in writing and a copy delivered to the Humane Society for its records with twenty-four (24) hours of such order or request. Without a court order, the Humane Society does not have the legal right to hold an animal. Should an owner wish to redeem said animal we must comply with that request. No animal ordered held will be euthanized without a copy on the court order for euthanasia.

Municipalities are responsible for the euthanasia and remains disposal fees. The DCO/ACO may make arrangements for a veterinarian to euthanize the animal on site or deliver the animal to an animal hospital.

21. For the services rendered under Articles II and III of this Agreement, the Municipality agrees to pay and compensate the Humane Society as shown on Schedule "A" hereto attached and considered to be part of this Agreement.

IN WITNESS WHEREOF: the Party of the First Part has caused these presents to be signed by the Chief Executive Officer thereof, and the seal of said municipality to be affixed hereto, and the Party of the Second Part has caused these presents to be signed by its President and its corporate seal to be affixed hereto the day and year first written above.

SEAL

By: \_\_\_\_\_

(Name)

The \_\_\_\_\_ thereof.

THE JAMES A. BRENNAN MEMORIAL  
HUMANE SOCIETY, INC.

SEAL

By: \_\_\_\_\_

President

SCHEDULE A

ADDENDUM TO AGREEMENT

BETWEEN

THE JAMES A. BRENNAN MEMORIAL HUMANE SOCIETY, INC.

AND

Town Of Arietta

(Municipality)

WHEREAS, the Municipality has designated the Humane Society as its shelter under Section 115 of the Agriculture and Markets Law under Article 7 thereof agreed by and between the parties to the above-mentioned agreement, that in addition to the basic fee or charge made in paragraph "First" of the Contract, Municipality will pay a shelter fee for dogs and for their board (shelter, food and water) as follows:

Municipality designates the Humane Society as its agent to receive the shelter fees as provided in Section 119, Subdivision 4 of the Agriculture and Markets Law (as amended) and/or such other shelter fees as the Municipality may set by local law or ordinance. The Humane Society shall be entitled to retain said shelter fees as and for additional compensation for shelter services. The Humane Society shall give receipts for such shelter fees to the redeeming owner. Records of said shelter fees shall be kept and maintained for inspection by Agriculture and Markets representatives and Audit and Control Representatives.

Initialed by the Parties:

  

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# AGREEMENT

**THIS AGREEMENT** is hereby made this \_\_\_\_ day of \_\_\_\_\_, 2024 between the Town of Arietta, P.O. Box 37, Piseco, NY 12139, (hereinafter **TOWN**), a municipal corporation in Hamilton County, New York, and the **Lake Pleasant Senior Citizens Group Inc.**, a Not-For-Profit Corporation with its principal office at Route #8, Village of Speculator, Town of Lake Pleasant, Hamilton County, New York Seniors for the purpose of providing a meal site and activities program for all senior citizens of the Town of Lake Pleasant and Arietta, whether or not they are members of the **Lake Pleasant Senior Citizens Group Inc.**

**WHEREAS**, the **Town** wishes to provide a meal site and activities program for all senior citizen residents of the Town of Lake Pleasant and Arietta, and

**WHEREAS**, the **Town** and the **Senior's** have agreed that \$2,000.00 is the fair and reasonable value of services of Seniors in providing the meal and activities program for the period from January 1, 2024 through December 31, 2024,

**NOW THEREFORE**, it is hereby agreed as follows:

- 1. The Lake Pleasant Senior Citizens Group Inc.** hereby agrees to provide a meal site and activities program for the senior citizen residents of the Town of Lake Pleasant and Arietta, whether members of the **Lake Pleasant Senior Citizens Group Inc.** or not, during the period from January 1, 2024 through December 31, 2024.
- 2. The Town** agrees to pay the **Lake Pleasant Senior Citizens Group Inc.** for such services the sum of \$2,000.00 payable on or before February 10, 2024.
- 3. The Lake Pleasant Senior Citizens Group Inc.** will provide the town with a statement indicating an unduplicated count of the number of Arietta residents who participated/benefited from their programs or facilities during the prior calendar year. Such a statement shall be attached to this agreement upon signature and its return to the town.

## TOWN OF ARIETTA

\_\_\_\_\_  
by Chris D. Rhodes, Supervisor

## LAKE PLEASANT SENIOR CITIZENS GROUP INC.

\_\_\_\_\_ **Print**

\_\_\_\_\_ **Signature**  
by Lake Pleasant Senior Citizens Group Inc. President