



916 W. River Road
Brattleboro, VT 05301
www.windhamcountyhumane.org

May 15, 2025

Greetings,

The Windham County Humane Society is pleased to serve as the Town's impoundment facility.

Our current contract is valid until June 30, 2025. I have enclosed a copy of next year's Contract, which, if executed, will be in place from July 1, 2025, to June 30, 2026. Knowing it can take time for the Town to approve the Contract, I've sent it out 45-60 days before the current Contract expires.

Contracted services increased 15% over last year.

Please sign the enclosed Contract and return it to me in the enclosed envelope or by email as soon as possible. Payment for the Contract should be made before the end of 2025. If the Town wishes to make payment after December 31, 2025, please contact me to make arrangements.

Since 2013, WCHS has been pleased to contract with over 23 towns in Windham County. By working together, we can build a more humane community. Your town's support of WCHS, residents' pets, and the community is much appreciated – thank you!

I would happily answer any questions or concerns, in person, over the phone, or via email at maya@windhamcountyhumane.org or 802-490-2856.

Sincerely,

Maya Richmond
Executive Director

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 Grafton**, hereinafter referred to as the TOWN, shall be in effect from 7/1/2025 through 6/30/2026.

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, Juneteenth, 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, 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 an impoundment fee for canines. 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 report to the TOWN for each animal claimed by its owner on an annual basis. The current impoundment fee is \$30 per canine for all towns contracted with WCHS. The disposition report will contain the owner's contact information. Accompanying the impoundment report WCHS will issue payment for collected canine impoundment fees minus a \$12.00 per canine administrative fee. Reports will be issued in January for the previous calendar year.

TOWN RESPONSIBILITIES

The TOWN shall pay WCHS a flat fee of **\$442** to serve as the impoundment facility for the TOWN to satisfy 20 V.S.A. 3381. 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


title


Date

TOWN Authorized Agent

Grafton

title





**WINDHAM COUNTY
HUMANE SOCIETY**

Windham County Humane Society
916 W. River Road
Brattleboro, VT 05301

**CONTRACT FOR ANIMAL HOLDING
Invoice**

Invoice #72026

To: Town of Grafton

Service: To satisfy 20 V.S.A. 3381, Windham County Humane Society will serve as the impoundment facility for the Town.

Contract Date: 7/1/2025 to 6/30/2026

Amount: \$442

Payment is due 120 days from receipt of the signed contract. Payment is made to Windham County Humane Society and can be mailed to WCHS, PO Box 397, Brattleboro, VT 05301.

Thank you so much.

Maya Richmond
Executive Director