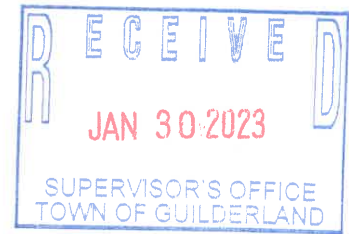




AGENDA ITEM # 1



PETER G. BARBER
SUPERVISOR

DANIEL P. MCNALLY
CHIEF OF POLICE

To: Supervisor Peter G. Barber
Town Board Members

From: Chief Daniel P. McNally *DPM*

Re: Service Agreement with Susquehanna SPCA
Mohawk Hudson Humane Society Contract Cancellation

Date: 1/26/2023

On October 7th, 2022 the Town of Guilderland received a letter from the Mohawk Hudson Humane Society that they would not be renewing our Animal Shelter Agreement. Our attempts to renegotiate an acceptable contract were unsuccessful.

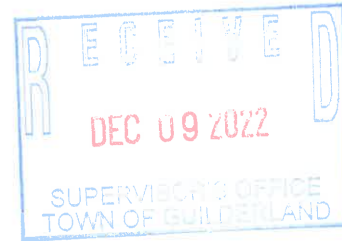
We are fortunate in the Town of Guilderland to have a town run municipal animal shelter, under the direction of the Guilderland Police Department and to have two full time Animal Control Officers. Our shelter is in full compliance with Agriculture and Markets Law (AML) Article 7, §114.

Please review and consider the attached service agreement between the Susquehanna Society for the Prevention of Cruelty to Animals (SQSPCA) and the Town of Guilderland. Said agreement allows the transfer of ownership and care of dogs at large and stray dogs and cats after applicable statutory holding periods. Further, this agreement will address the possibility of significant financial costs to the town for care of animals after statutory holding periods.



December 5, 2022

Mr. Peter G. Barber, Supervisor
Town of Guilderland
PO Box 339
Guilderland, NY 12084



Dear Mr. Barber:

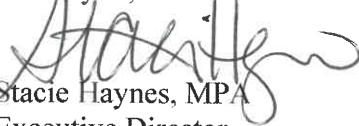
The Susquehanna Society for the Prevention of Cruelty to Animals (SQSPCA) is pleased to provide you with a copy of our 2023 services contract (enclosed) for dogs impounded by the Town of Guilderland.

If you have had any changes to your law, please let me know so we can make edits to the contract. *We are enforcing your law, so it is incumbent upon your municipality to make us aware of any changes as soon as possible.*

The SQSPCA, a 501c3 charitable organization, is a registered shelter with New York State Agriculture and Markets (registration number RR127). We serve hundreds of animals in need per year with a combination of professional staff and volunteers. To ensure the best care for animals and to remain in compliance with New York State, we have a full-time veterinary technician and a per diem veterinarian.

We appreciate our partnership with the Town of Guilderland very much. Please do not hesitate to reach out with any questions. You can reach me directly at (607) 547-8111, extension 101 or shaynes@sqspca.org.

Thank you,


Stacie Haynes, MPA
Executive Director

SUSQUEHANNA SPCA Services Agreement

WHEREAS, this Services Agreement is entered into by and between the **SUSQUEHANNA SPCA**, hereinafter referred to as the “SUSQUEHANNA SPCA”, and the **TOWN OF GUILDERLAND**, hereinafter referred to as the “TOWN”; and

WHEREAS, the TOWN wishes to have a contract for the transfer of ownership and care of dogs at large and stray dogs and cats after applicable statutory holding periods. Additionally, the TOWN wishes to transfer dogs and cats who have been surrendered.

WHEREAS, the SUSQUEHANNA SPCA is a duly incorporated and licensed animal shelter located in the County of Otsego, State of New York, that maintains necessary paid personnel including a full-time licensed veterinary technician and an on-call veterinarian and facilities to provide proper care, shelter and watering services to dogs entrusted to its care.

Therefore, the SUSQUEHANNA SPCA and the TOWN hereby agree as follows:

1. SUSQUEHANNA SPCA will serve as the secondary shelter for dogs “at large” seized by the Town Dog Control Officer under New York State Agriculture & Markets Law, Article 7, and will humanely feed, shelter and water the dogs entrusted to its care, including arrangements for emergency medical care should this be required. Unless provided evidence the primary shelter has provided each incoming dog with the following, they will receive it in the care of the SUSQUEHANNA SPCA: a Capstar if live fleas are detected, pyrantel pamoate on intake as a standard deworm treatment, a Bordetella vaccine to prevent kennel cough, and a DHPP vaccine to protect against canine distemper, infectious hepatitis, parainfluenza, and parvovirus.
2. The SUSQUEHANNA SPCA will only accept dogs and cats from the TOWN once their statutory holding period has ended and/or they have been legally surrendered to the TOWN.
3. The TOWN will be responsible for transporting all impounds from their primary shelter to The SUSQUEHANNA SPCA. The SUSQUEHANNA SPCA will have at least twenty four hours’ notice that an animal may be transferred to their care to ensure space is made available.
4. Upon each transfer, the TOWN will sign a transfer form providing the SUSQUEHANNA SPCA ownership of the animal and the TOWN will have no further liability or obligation for the care of such animal.
5. The SUSQUEHANNA SPCA and the TOWN agree to the following fee schedule:
 - a. \$250 for dogs
 - b. \$200 for cats
6. Either party may, at its option, terminate this lease agreement upon thirty (30) days written notice to the other party.
7. No amendment or modification to this Services Agreement may be made except in writing, executed by both parties.
8. This Services Agreement shall be effective from January 1, 2023 to December 31, 2023.


Town Supervisor

Print: _____

Signature: _____ Date: _____

SUSQUEHANNA SPCA Executive Director

Print: Stacie Haynes

Signature:  Date: 12/5/2022

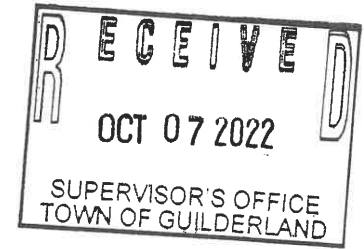


**MOHAWK HUDSON
HUMANE
SOCIETY**

3 Oakland Avenue, Menands, NY 12204
TEL 518.434.8128 FAX 518.434.0217 WEB mohawkhumane.org

October 4, 2022

Town of Guilderland
Town Hall
PO Box 339
Guilderland, NY 12084



Attn: Mr. Peter Barber, Town Supervisor
CC: Lynne Buchanon, Town Clerk

Re: 2023 Animal Shelter Agreement with Mohawk Hudson Humane Society

Dear Mr. Peter Barber and Lynne Buchanon:

After a careful review of the operations at the Mohawk Hudson Humane Society, we have made the difficult decision to **not offer renewal** of the Animal Shelter Agreement for the 2023 year with your municipality. As is the trend in Animal Welfare in our area, we have been experiencing increased intake of strays and animal cruelty, and run the risk of operating beyond our capacity for humane care. By decreasing the number of municipal contracts we offer, we will be better able to provide proper housing and care for the animals entrusted to us.

Agriculture and Markets Law (AML) Article 7, §114 requires each town and city in which licenses are issued to establish and maintain a shelter for dogs, and establishes that the municipality is responsible for the dog from the time it is seized by the Dog Control Officer (DCO), or other authorized agent, until disposition by return to owner, adoption, transfer, or euthanasia. There are five ways a municipality can meet the sheltering requirement as outlined by Law. The municipality can:

1. Establish and maintain its own municipal shelter
2. Join with another municipality to establish and maintain a shared shelter
3. Contract with another municipality for use of its shelter services
4. Contract with an incorporated humane society or similar incorporated association for shelter services
5. Lease kennel space at a veterinary clinic, boarding facility, or the residence of another municipality's dog DCO

For your planning purposes, we are providing some information about the animals your municipality has housed with the Society in the past year. In the time period between 10/1/21 and 9/30/22, your municipality housed 1 dogs at the Society. The stray holding period for those dogs averaged 4 days, while the total length of stay from intake through disposition was 27 days. Approximately 23% of stray dogs were returned to their owners during the same time period, the other 77% requiring adoption, transfer, or euthanasia by the Society.

