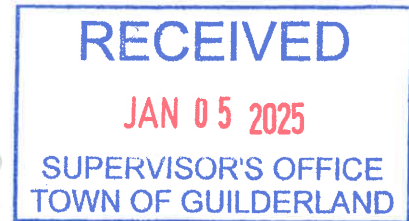




AGENDA ITEM # *6*



PETER G. BARBER
SUPERVISOR

DANIEL P. MCNALLY
CHIEF OF POLICE

To: Supervisor Peter G. Barber
Town Board Members
HR Director Darci Efaw

From: Chief Daniel P. McNally *DP*

Date: January 5, 2026

Subject: 2025-2026 Animal Control Sheltering Contract

I have reviewed and recommend the attached 2025-2026 Animal Control Sheltering Contract between the Town of Guilderland and The Animal Protective Foundation of Schenectady.

Thank you for your consideration and for your continued support.

**2025-2026 ANIMAL CONTROL SHELTERING CONTRACT
BETWEEN THE
TOWN OF GUILDERLAND
AND
THE ANIMAL PROTECTIVE FOUNDATION
OF SCHENECTADY, INC.**

This Contract is made on the 11th of September 2025 between the Town of GUILDERLAND (hereinafter referred to as the TOWN) and the Animal Protective Foundation of Schenectady, Inc. (hereinafter referred to as the FOUNDATION).

WHEREAS:

- The TOWN is required to seize dogs pursuant to Article 7 of the Agriculture and Markets Law of the State of New York “Ag and Markets” in the course of providing dog control services within the TOWN;
- The TOWN cannot relinquish responsibility for its seized dogs to the FOUNDATION during the redemption period;
- Every dog control officer, peace officer, when acting pursuant to his special duties or police officer shall promptly make and maintain a complete record of any seizure and subsequent disposition of any dog;
- The TOWN must properly shelter, feed and water each dog seized pursuant to the provisions of Article 7;
- Section 114(2) of the Ag and Markets Law allows the TOWN to contract for pound or shelter services with any incorporated humane society or similar incorporated dog protective association;
- The FOUNDATION is a not-for-profit humane society funded primarily by donations;
- The FOUNDATION operates a facility for the sheltering of owner-relinquished animals and stray cats;
- The FOUNDATION, with limitations and criteria defined within shall accept dogs from the TOWN once the redemption period has expired.

THEREFORE:

To the extent kennel space is available, and unless one of the disqualifying conditions stated in this agreement exist, the FOUNDATION shall accept dogs presented to it by the TOWN's dog control officers or authorized representatives of the TOWN, once the redemption period has expired. The FOUNDATION shall provide appropriate shelter, food and water for such dogs in its possession until adopted or otherwise disposed of pursuant to and as provided in Article 7 of the Ag and Markets Law.

Dogs seized for Article 7 violations may only be transferred to the FOUNDATION (at the end of the redemption period) in order to improve the opportunity for adoption. **Dogs seized under Article 7, Section 117 1.(d), Section 123 or Article 26 will not be accepted by the FOUNDATION.**

The FOUNDATION will **only accept healthy, medically and behaviorally sound dogs** from the TOWN once the stray hold has expired for the purpose of adoption placement.

Upon the TOWN's seizure of a dog running at large, the TOWN may only deliver such dog to the FOUNDATION when kennel space is available and redemption period has expired. It shall be the responsibility of the FOUNDATION to notify the TOWN's Dispatch Center or authorized point of contact when there is no available kennel space. It shall be the responsibility of the TOWN to arrange for alternate housing for seized dogs should space be unavailable.

Officers of the TOWN will be given twenty-four (24) hour access to the FOUNDATION's shelter incoming area by use of security codes. If, between the close of business and the next morning, an officer arrives with a dog and the temporary holding kennels are full, the officer shall utilize an alternate sheltering facility. The FOUNDATION will then notify the officer of the first available kennel so that the dog can be relocated to the shelter as soon as possible.

The TOWN's representative must complete, for each dog brought to the FOUNDATION, a "Dog Seizure and Disposition" form and attach the form to the clipboard hanging from the corresponding dog's kennel. Only the Dog Seizure and Disposition form provided by Ag & Markets will be recognized as official documentation of seizure by the FOUNDATION. Dog Seizure and Disposition forms shall be available at the FOUNDATION. Notification of seizure to owners of identified animals shall be the sole responsibility of the TOWN's dog control officer in accordance with Article 7 of the Ag and Markets Law and a copy of such notification shall be sent to the FOUNDATION.

The foundation will not accept any dog that is brought in by a member of the public to the FOUNDATION's facility who claims to have found the dog within the corporate limits of

the TOWN, the FOUNDATION shall refer them to notify the dog control officer at the phone number designated by the TOWN.

The TOWN agrees that its officers shall bring **only healthy, medically and behaviorally sound dogs** to the FOUNDATION. Any dog that appears to be dangerous, sick or injured, or exhibits any symptoms or behaviors listed in Appendix B shall be removed from the FOUNDATION and transported to an alternative resource or emergency veterinary clinic by the TOWN.

The FOUNDATION shall file and maintain a complete record of any seizure and subsequent disposition of any dog in the manner prescribed by the Commissioner of Ag and Markets as well as any other records required by Article 7.

The TOWN agrees that in the case of any unredeemed dog, title to which has been forfeited to the TOWN, the FOUNDATION shall either euthanize the dog or make it available for adoption at the FOUNDATION or transfer it to another humane organization for adoption pursuant to the provisions of Section 118(7) of the Ag and Markets Law. All adoption fees will be retained by the FOUNDATION.

Any animal that is deemed by the TOWN as "Dangerous" shall fall outside of this Contract and will **NOT** be sheltered by the Foundation.

The incoming and lobby areas are the only areas that may be accessed by TOWN officers. After business hours, the remainder of the FOUNDATION's building is armed with an alarm system. If the alarm is tripped, the Glenville Police Department will be notified by the FOUNDATION. If the TOWN's officer(s) trip the FOUNDATION's alarm system, with no FOUNDATION staff present, the TOWN shall pay an alarm fee of \$100 for each occurrence.

The cost of cremating a deceased animal brought to the FOUNDATION by the TOWN shall be borne by the TOWN in accordance with the fee schedule in Appendix A.

To the extent that it is able, the FOUNDATION will make every effort to ensure that space is available for animals brought to the FOUNDATION by the TOWN. Should the FOUNDATION be unable to provide housing due to contagious disease or overpopulation, the FOUNDATION shall not be responsible to reimburse the TOWN for expenses associated with finding other housing facilities.

The FOUNDATION will not accept dogs with fresh bite wounds nor have themselves bitten a person or another animal. In the event of a bite case (animal to animal or animal to person), the TOWN shall make arrangements for alternate housing as the FOUNDATION is unable to provide quarantine for the animal. It is the sole responsibility of the TOWN to notify and complete a report in accordance with the County Health

Department.

The FOUNDATION requires that the transporting officer shall be responsible for sanitizing the vehicle in which each animal is transported. The FOUNDATION shall provide the TOWN with an area to clean its Animal Control Vehicle at no charge to the TOWN. The selection of such area shall be designated by the FOUNDATION. The location is outside the Incoming door.

The TOWN shall appoint a primary and secondary contact to serve as its authorized representative regarding matters related to this Contract. The TOWN's authorized representative shall communicate with the FOUNDATION and shall respond to the FOUNDATION within the same business day whenever possible.

For TOWN dogs delivered to the FOUNDATION, the TOWN will be invoiced by the FOUNDATION in accordance with the fee schedule in Appendix A.

The FOUNDATION shall issue to the TOWN an invoice for a calendar month's charges incurred by the TOWN by the fifteenth (15th) of the following month. Invoices will be sent to the Town of GUILDERLAND , Attn: Linda Cardinal, cardinal@gpdny.org .The TOWN shall remit payment to the FOUNDATION within thirty (30) days of its receipt of an invoice.

Payments shall be made in the form of a check and remitted to THE ANIMAL PROTECTIVE FOUNDATION OF SCHENECTADY, INC., Attn: **Stephanie Johnson**, 53 Maple Avenue, Glenville, New York 12302.

Past due invoices are subject to a late charge of \$50 for every thirty days past due, up to 20% annually. After 90 days, if the FOUNDATION does not receive payment of original charges and late fees from the TOWN, this Contract may terminate and the FOUNDATION may commence the procedures governing the disposition of abandoned animals set forth in Article 25-B of the Ag and Markets Law. In the event the TOWN fails to remit payment within thirty (30) days of receipt of invoice more than two (2) times in one (1) year, the FOUNDATION may terminate this Contract by written notice to the TOWN.

Notwithstanding the prior terms hereof, the FOUNDATION by its Board of Directors reserves the right to terminate this Contract without cause or further responsibility on its part and similarly the Town Board of the Town of GUILDERLAND reserves its right to cancel this agreement with written notice to the FOUNDATION.

The FOUNDATION shall carry out its obligations under this contract in accordance with the requirements of the Public Health Law and the Ag and Markets Law of the State of New York.

The TOWN agrees to defend against and indemnify the FOUNDATION and its directors, agents and employees for all claims, suits, actions, damages and costs for every name and description arising out of or resulting from the FOUNDATION's compliance with any directive from a representative of the TOWN to release for adoption or euthanasia of any dog.

This Contract constitutes the entire Contract between the parties and supersedes and replaces any and all contracts, written or oral, as to such matters. This Contract may not be modified or amended orally, but only by an agreement in writing, signed by both parties.

The waiver by either party of a breach of any provision of this Contract by the other shall not operate or be construed as a waiver of any subsequent breach.

The invalidity of all or any part of any section of this Contract shall not render invalid the remainder of the Contract or the remainder of such section. If any provision of this Contract is so broad as to be unenforceable, such provision shall be interpreted to the fullest extent of the law.

This Contract shall be governed by and construed and enforced in accordance with the laws of the State of New York, without giving effect to the principles of conflicts of laws.

IN THE EVENT A DISPUTE SHALL ARISE BETWEEN THE PARTIES TO THIS CONTRACT, IT IS HEREBY AGREED THAT THE DISPUTE SHALL BE REFERRED TO AND DECIDED BY AN ARBITRATOR SELECTED BY THE PARTIES FROM A LIST MAINTAINED BY THE AMERICAN ARBITRATION ASSOCIATION (HEREINAFTER AAA) FOR COMMERCIAL DISPUTES AND THE ARBITRATOR'S DECISION SHALL BE FINAL AND LEGALLY BINDING AND JUDGMENT MAY BE ENTERED THEREON. EACH PARTY SHALL BE RESPONSIBLE FOR ITS SHARE OF THE ARBITRATION FEES IN ACCORDANCE WITH THE AAA'S FEE SCHEDULE. IN THE EVENT A PARTY FAILS TO PROCEED WITH ARBITRATION, UNSUCCESSFULLY CHALLENGES THE ARBITRATOR'S AWARD, OR FAILS TO COMPLY WITH THE ARBITRATOR'S AWARD, THE OTHER PARTY IS ENTITLED TO COSTS OF SUIT/LEGAL ACTION AND REASONABLE ATTORNEY'S FEE TO COMPEL ARBITRATION OR DEFEND OR ENFORCE THE AWARD.

EACH PARTY HERETO AGREES THAT ANY ACTION OR PROCEEDING TO ENFORCE THE PROVISIONS OF THIS CONTRACT OR CHALLENGING THE ARBITRATOR'S AWARD MAY BE COMMENCED IN ANY NEW YORK STATE SUPREME COURT IN SCHENECTADY COUNTY. IF FOR ANY REASON THIS ARBITRATION CLAUSE SHALL BECOME INAPPLICABLE, EACH PARTY HERETO WAIVES TRIAL BY JURY OF ANY CLAIMS OR PROCEEDINGS WITH RESPECT TO THIS CONTRACT, OR THE OBLIGATIONS RELATED HERETO, TO THE FULLEST EXTENT ALLOWED BY LAW.

The FOUNDATION will notify the TOWN in writing whether or not it intends to renew this Contract no later than thirty (30) days prior to the termination of this Contract. Any extension of this Contract shall be in the form of an amendment to this Contract or a

new Contract incorporating the terms of this Contract; and shall be upon the same terms and conditions as herein set forth unless otherwise agreed in writing by both parties.

The terms of this Contract shall be reviewed for renewal annually commencing on September _____, 2025 and ending on December _____, 2026.

The undersigned parties to this Contract hereby acknowledge their approval of this Contract on the ____ day of _____, 2025.

Town of GUILDERLAND

Animal Protective Foundation
of Schenectady, Inc.

«CONTACT_NAME»
«TITLE»

Stephanie Johnson
Chief Operating Officer

Date: _____

Date: _____

Appendix A

The TOWN shall be invoiced for each animal brought to the FOUNDATION by the TOWN or its representative in accordance with the following fee schedule:

Dogs (Transferred in upon expiration of stray hold) - \$400/dog (**Flat Rate fee**)

(Each dog receives a physical exam, rabies vaccine, distemper vaccine, Bordetella vaccine, flea treatment, general de-wormer and fecal exam)

Euthanasia (requested by the TOWN) - \$140

Group Cremation* (including non-canine animals) - \$130

*Remains will not be returned

Requests for Euthanasia Services – “Judge-Appointed/Dangerous Dogs”

Please note that euthanasia services for *judge-appointed* or *dangerous dogs* must be scheduled in accordance with the availability of the APF Medical Director. These services **will only be performed once all legal requirements have been fully completed and verified.**

Prior to the appointment, **oral sedatives** will need to be administered. An **additional fee**, based on the dog's weight, will be charged to the town. Fees range from **\$20 to \$100.**

Appendix B

The FOUNDATION can only provide shelter and care for healthy animals. No sick or injured animals may be delivered to the FOUNDATION at any time.

Any seized animals suffering from illness or injury must receive prompt treatment by a licensed veterinarian.

It is strongly advised that the TOWN have a Contract with a licensed veterinarian to offer these services when needed.

Below are some guidelines in order to assist the TOWN in making an assessment regarding the appropriate care required for an animal.

Conditions that may require veterinary evaluation or immediate emergency care:

- Very lethargic/weak behavior
- Difficulty breathing
- Bleeding of any kind
- Vomiting
- Seizures
- Diarrhea
- Extremely starved
- Unable to walk or stand
- Swelling of any limbs
- Broken limbs
- Eye injuries
- Open wounds that are deep and bleeding
- Excessive drooling
- Acting painful/crying in pain
- Porcupine quills
- History of trauma, i.e. hit by car, in a car accident, etc.