# AGREEMENT BETWEEN
## HUMANE SOCIETY OF WALDEN and TOWN OF Gardiner
## FOR THE PERIOD SEPTEMBER 28, 2026 TO DECEMBER 31, 2026

This Agreement, effective as of September 28, 2026, is entered into by and between the **Humane Society of Walden (HSW)**, 2489 Albany Post Road, Walden NY 12586 and **Town of Gardiner (the Town)**, 2340 State Route 44/55, Gardiner, NY 12525.

HSW agrees to accept healthy, non-aggressive dogs brought by the Town's Animal Control Officer during HSW business hours, provided the required intake documents are submitted. The terms of this Agreement are as follows:

1. **Intake Procedure**
   - Dogs will only be accepted during HSW's posted business hours (8am-4pm daily, except holidays). No after-hours intakes are permitted.
     - Intake contact person: **Ryan Bonlface — 845-707-5327 (text preferred)**
     - Back up intake contact person: **Carol Daley — 845-527-8188 (text preferred)**
   - Intake contact person will assess the dog and if it is deemed aggressive or needing medical care, HSW will not accept the dog.
   - Intake requests are subject to HSW's approval. HSW reserves the right to refuse any dog if intake is deemed unfeasible.
   - DL18 and if any medical was obtained by municipality prior to transfer it must accompany all dogs presented.

***Note**: HSW intake procedure includes a visual health assessment, and core vaccinations (e.g., Bordetella, Distemper) will be given by HSW staff in the absence of medical records. HSW acknowledges and agrees that it will not seek or request reimbursement, compensation, or any form of payment from the Town for these services or related intake procedures.*

2. **Dogs Involved in Court or Cruelty Cases**
   - HSW cannot accept dogs involved in court or cruelty cases due to facility size limitations.
   - Responsibility for housing and care of such dogs remains with the Town.

3. **Aggressive or Unsafe Dogs**
   - HSW will not accept dogs deemed aggressive or posing a safety risk.
   - If a dog is not decompressing during the 7-day holding period and is deemed unsafe to handle, HSW will transfer the dog back to the Town. Responsibility for the dog reverts to the Town upon transfer.

4. **Medical Conditions at Intake**
   - HSW does not have an on-site veterinarian. Dogs requiring immediate medical attention will not be admitted.
   - The Town is responsible for obtaining and covering medical care expenses before HSW will intake.
   - Medical documentation must accompany all dogs upon intake.

5. **Medical Issues During Stray Hold**
   - If a medical issue arises during the 7-day stray hold, HSW may request or obtain veterinary services as necessary.
   - The Town will be invoiced for veterinary expenses incurred during the 7-day stray hold.

6. **Stray Hold Period and Owner Reclamation**
   - HSW will hold dogs in accordance with New York State Department of Agriculture & Markets regulations until midnight on the 7th day following intake.
   - After this holding period, dogs will transfer to HSW's care to be prepared for adoption.
   - Owners may reclaim their dogs during the 7-day stray hold by providing to HSW:
     - A receipt from the Town confirming payment of impound fees, licensing fees, proof of rabies vaccination, and any applicable fines.
     - If the dog does not have an updated rabies vaccination, HSW will arrange for the vaccination and charge the owner a $50 fee to cover the cost. Proof of rabies vaccination will be sent to the Town.

7. **Fees**
   - For dogs remaining with HSW after the 7-day stray hold, the Town will be invoiced $375 per dog.
   - For dogs reclaimed by their owners during the 7-day stray hold, the Town will be invoiced $75 per day the dog was in HSW's care.

8. **Assignment and Delegation**
   - This Agreement may not be assigned by either party without the written consent of the other.
   - The Town may not delegate payment obligations under this Agreement to any third party without the written consent of HSW.

**Agreed upon by:**

**Agreed upon by:**

**Jean Buckley, Board Member**
**Humane Society of Walden**
**Board of Directors**