



DOG DAZE

AN ANALYSIS OF SYRACUSE'S DOG LICENSING,
SHELTERING, AND CONTROL

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SYRACUSE CITY AUDITOR

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MESSAGE FROM THE CITY AUDITOR

March 16, 2026

Dog ownership can be a rewarding experience which brings joy, excitement, and a loyal new friend to a home. But with dog ownership comes great responsibility to care for the animal and ensure their behavior does not endanger other people or other animals.

The City of Syracuse plays an active role in dog ownership and animal welfare policy. From licensing pets to providing dog control and state-mandated shelter services, the City is a part of nearly every aspect of a dog owner's life.



That's a responsibility we need to take seriously. Recent changes in state law, including the addition of the Companion Animal Care Standards Act, which provides more regulatory oversight to how localities provide shelter services, mean the City must change how it approaches animal sheltering operations. Whether we want to or not, we must begin in earnest efforts to site and build a municipal animal shelter for the City of Syracuse. This inflection point is a sign we should examine our overall animal policy goals including improving license compliance and streamlining dog control. Right now, the City is behind schedule and risks sanctions from the NYS Department of Agriculture and Markets.

Additionally, we can and should do a better job of licensing our dogs. Too few dogs in this City are licensed – a function of inadequate public education and communication. Licensing is easy and affordable and should be made as widely available as possible. We must also do a better job keeping track of the revenue that comes in as a result of that critical process.

Man's best friend always has a home in Syracuse – we are a City that loves animals and wants to give every pet the best home it can. But we can only do that with the right policies, regulations, and procedures in place to support these operations across the City.

Now is the time to make thoughtful improvements, invest in a long-term vision for sheltering, and work harder to educate our friends and neighbors on what services are available to them. We can do the work to make all of this possible going forward and ensure every animal in the City of Syracuse has a safe and healthy future.

A handwritten signature in blue ink that reads "Alexander Marion". The signature is fluid and cursive, with a long horizontal flourish extending to the right.

Alexander Marion, MPA
Syracuse City Auditor

EXECUTIVE SUMMARY

New York State delegates the role of dog licensing, sheltering, and control to municipalities. The City Clerk issues licenses to dogs over four (4) months of age and provides proof of rabies vaccination to owners. Fees set by the City dedicated to dog control/enforcement activities pay for subsidizing spay/neuter programs, educational programs, or dog control facilities. The law requires that unspayed and unneutered (unaltered) dogs be charged more than those for spayed or neutered (altered) dogs.

Syracuse, unlike other major New York State cities, offers a 3-year optional licensure, but most issued licenses are for 1 year. Dog license revenue is unclear because the City combines all license-related fees into one account. Since FY2021, the City has issued fewer licenses each year. Licenses issued for neutered or spayed dogs are 80%.

The Dog Control Division within the Syracuse Police Department employs Dog Control Officers who patrol the city and respond to dog complaints, including strays, unlicensed dogs, and injured animals. Owners of impounded dogs are charged at least \$10 for the first impoundment, not less than \$20 for the first day, and \$3 for each additional day for the second impoundment, and at least \$30 for the first day, plus \$3 each additional day for subsequent impoundments. The past three fiscal years have shown no revenue from animal control fines, despite proof that dogs were sheltered in its contracted facilities.

B&R Bunkhouse, the City's primary shelter, holds 30-35 dogs and received nearly \$500,000 from 2018 to 2025. The owner recently announced its intent to end its agreement. The City also contracts with Onondaga County and Friends of Second Chance Shelter, Inc., for more shelter capacity and adoption opportunities. Although due to its size, this option offers only 10 larger kennel spaces.

The Companion Animal Standards Care Act, signed in 2022, provides updated animal sheltering and care standards. Syracuse is currently out of compliance with state law and remains at risk without a regional partner or sufficient sheltering space. Recent leadership changes at the Central New York Society for the Prevention of Cruelty to Animals (CNYSPCA) create an opportunity for the City to secure a new sheltering agreement.

Plans for a municipal dog shelter first appear in the 2021-2026 Capital Improvement Plan (CIP) as the Parks Department's top priority, totaling \$1.3 million over three years and to be finished by 2024. By the 2023-2028 CIP, its position fell to number 16. Its ranking, timeline, and cost fluctuate over the next several years, with anticipated funds reaching \$3 million. The most recent CIP, covering the program years 2026-2031, shows the project in the 10th priority position, but with a reduced expense of just \$2 million, all of which was expected to be drawn in 2026.

In April 2025, the Deputy Commissioner of Parks proposed to the Common Council a location for the municipal dog shelter, behind their offices on Spencer Street, along W. Kirkpatrick Street near Van Rensselaer Street, and requested authorization for a \$500,000 bond to begin the project. This location was ideal because it was publicly owned land, reducing construction costs. The Common Council held a follow-up committee meeting regarding higher-than-expected construction and operating costs,

which led the Parks Department to withdraw the proposal in favor of further study for the optimal location and size for the shelter.

This report makes several recommendations to enhance the City's capabilities for animal licensing, sheltering, and control. Syracuse needs a municipal dog shelter that meets standards set by state law. Available state grants can expedite the construction of a municipal-owned dog shelter if the City makes it a priority.

All licensing revenues should be in accounts overseen by the Commissioner of Finance rather than the City Clerk. Additionally, the fees for unspayed/unneutered and "altered" dog licenses should be increased. A three-year license should be offered at a discounted rate to incentivize uptake and reduce administrative burden. Licensing compliance would improve through increased education and awareness as part of a dog enumeration campaign.

A new Deputy Commissioner of Animal Control Operations, who would oversee all shelter and dog control programs, can streamline City services. This division could host regular adoption events to move animals out of the shelter and publish/promote resources about responsible dog ownership. Data collected from the City's constituent management tool can support proactive animal control enforcement and make it publicly available on the open data portal.

Legislation could further strengthen Syracuse's licensing and control efforts. A local law regulating backyard breeding, similar to New York City's, would clarify adequate dog-breeding conditions and reduce the need for more expensive, future control efforts by curbing population growth. By banning unlicensed dogs from food establishments, dog-friendly restaurants can be sure that dogs on their premises have up-to-date vaccinations and can be more easily reunited with their owners if they are separated.

INTRODUCTION TO DOG OWNERSHIP IN NEW YORK

In 1978, the State adopted regulations related to dogs in Article 7 of the New York State Agriculture & Markets Law (Chapter 69 of the Consolidated Laws of New York). The Article, titled "Licensing, Identification and Control of Dogs" has multiple tenants, among them **Exhibit 1**:

1. Requires dog owners to license their animal, and prescribes minimum charges,
2. Requires dog owners to vaccinate their dogs against rabies,
3. Requires dogs to wear identification,
4. Requires municipalities to have dog control officers,
5. Requires cities, towns, and some villages to have a dog shelter or contract with a private shelter,
6. Establishes microchipping standards, and
7. Establishes dog seizure rules and impoundment fees.

Dog Licensing

Chief among the requirements of Article 7 is the requirement for owners of dogs four (4) months of age and older to license their animal and provide proof of an up-to-date vaccination against rabies. The state delegates the responsibility for issuing dog licenses to municipal clerks; in Syracuse this function is overseen by the City Clerk at City Hall.

Dog license applications must collect key information including:

1. The sex of the dog,
2. Age (or approximate age),
3. Breed,
4. Color and identification marks,
5. The owner and their contact information.

Also required is a statement offering the applicant the opportunity to make a voluntary contribution to the municipality's pound or shelter. Local municipalities may also require other additional information.

Fees generated from licensure vary from community to community but must be used for dog control/enforcement activities or subsidizing spaying or neutering programs, educational programs, or dog control facilities.

Local governments can set their own rates for dog license fees, and they may exempt some types of dogs including service dogs. The law does require that unspayed and unneutered (unaltered) dogs must be charged \$5.00 more than the charge for spayed or neutered (altered) dogs. All license fees must include a state surcharge of \$1.00 for altered dogs and \$3.00 for unaltered dogs which are to be remitted to the state to support dog population control efforts.

Any funds raised for the municipal pound or shelter must be kept in a dedicated fund and distributed annually.

BASICS OF NEW YORK STATE DOG LICENSURE

What Dogs are Required to be Licensed?	<ul style="list-style-type: none"> • Dogs Four (4) Months & Older • Excludes Sheltered Dogs, Dogs in Municipal Pound
Who Issues Dog Licenses?	<ul style="list-style-type: none"> • Local Municipal Clerks • The City Clerk issues them in Syracuse
What is Required on the Application?	<ul style="list-style-type: none"> • Sex • Age (Or Approximate Age) • Breed • Color • Special or Identifying Markings • Owner Contact Information • Election to Contribute to Local Pound or Shelter • Municipalities may require other information
What Documents are Required?	<ul style="list-style-type: none"> • Proof of Rabies Vaccination • Proof of Spaying/Neutering (if that is the license being applied for)
What are the Fees?	<ul style="list-style-type: none"> • Determined by Municipality • Fee for unspayed/unneutered dogs must be at least \$5.00 more than fee for spayed/neutered dogs. • Fee must also include State surcharge of \$1.00 for altered dogs, and \$3.00 for unspayed/unneutered dogs • Municipalities may exempt certain dogs from fees <ul style="list-style-type: none"> ○ Service dogs ○ Guide and hearing dogs ○ Search and detection dogs ○ Police work dogs ○ Therapy dogs
How Long is a License Valid?	<ul style="list-style-type: none"> • Minimum 1 year • City of Syracuse offers a 3-year license
What are License Fees Used For?	<ul style="list-style-type: none"> • Controlling dogs and enforcing dog control laws • Subsidize spaying/neutering programs • Subsidize municipal dog control facilities • Subsidize animal welfare educational programs
What are Identification Tags?	<ul style="list-style-type: none"> • Assigned and provided upon licensure • Includes unique municipal identification number • Required to be worn on the dog's collar

Rabies Vaccination

State law requires dog owners provide evidence their pet has been vaccinated against rabies. Veterinarians must provide a certificate of proof that a pet has been vaccinated. Dogs are then required to receive boosters either every year or every three years depending on the type of vaccine administered.

Identification Tags

When someone first licenses their dog, that dog is assigned a unique identification number and ID tag which is to be attached to the dog's collar whenever they are off their owner's property. New York State also offers municipalities the choice to create a purebred license or license for various types of service dogs. The municipality can charge these owners for a special tag with that license number.

Dog Control

In addition to requiring dog licenses, New York State law also requires communities which issue dog licenses to have at least one Dog Control Officer (DCO) to assist with the control of dogs and enforcement of dog control laws. Local governments can elect to appoint an Officer, or contract with another municipality or humane society to meet this requirement. DCOs are empowered to issue appearance tickets or summons for violations of Article 7 provisions as well as for violations of local laws relating to dogs.

Dog Seizure

The law instructs municipalities through their DCOs, police, or peace officers, to seize dogs which meet certain criteria, including any which are an immediate threat to public safety, not licensed, or identified but not on the owner's premises. If the animal is properly licensed and not a threat, the municipality shall attempt to return the animal to the rightful owner. Other dogs shall be seized and sheltered. The owners of unidentified dogs have five days to retrieve their pet and must produce evidence that the animal has been licensed and pay impoundment fees.

Impoundment Fees

Local laws may establish impoundment fees in any amount, provided they shall be not less than \$10 for the first impoundment of a dog owned by an individual. That fee increases to not less than \$20 for the first day and \$3 for each additional day for the second impoundment. For a third and all subsequent impoundments, the fee further increases to not less than \$30 for the first day, plus \$3 each additional day.

Impoundment fees are municipal revenue and shall be used for controlling dogs and enforcing the rules and regulations of Article 7, including being used to support shelters, and subsidize spaying and neutering and education programs.

Dog Sheltering

Article 7 requires each city and town to establish a dog pound or shelter for dogs, or contract with a private shelter or another municipality for sheltering dogs. Municipalities can contract with other municipalities run dog shelters if they choose.

All shelter contracts and leases must be written and available for viewing by duly authorized agents of the Department of Agriculture and Markets. The Department inspects facilities that house dogs and issues licenses for shelters to operate.

Microchipping Standards

The law gives power to the Commissioner of Agriculture and Markets to adopt and distribute rules and regulations for the standardization of microchipping technology and microchip readers, and for the need for veterinarians, shelters, and dog control officers to have access to readers. The Commissioner may also establish rules for the collection, sharing, and dissemination of microchip information for purchases of notifying owners of lost pets, while maintaining privacy protections.

DOG LICENSING BY THE NUMBERS

Dog Licensing in Syracuse

Per State Law, local clerks are responsible for issuing dog licenses in their municipality. In the City of Syracuse, that's the City Clerk, whose office is located on the second floor of City Hall. City Code related to Dog Licensing is in the Revised General Ordinances, Chapter 16, Article 7A, titled "Licensing of Dogs."

Exhibit 2

In 2018, the Common Council amended the Revised General Ordinances to allow the use of a third-party vendor to assist with that licensing. Through a no-bid award, the city selected DocuPet Inc., a Canadian company formed in 2012 who has an American affiliate based in East Syracuse. According to New York State Department of States records, that affiliate was formed in July 2018, making the City one of the first in the U.S. to work with DocuPet.

Under the agreement, DocuPet agreed to provide "professional services relative to the licensing of dogs...and provide the necessary software program to assist the City Clerk's Office and Dog Control." (At this time Dog Control Officers were part of the Department of Parks.) They also agreed to provide training and support. Each ordinance authorizing the agreement identified annual costs not to exceed \$11,763, to be charged from a Bureau of Information Technology account.

Dog License Types

The City of Syracuse appears unique among larger cities in New York to offer a three-year license to owners whose dog has a rabies certification which is valid for the entire three-year period. Nearly 1/3 of licenses issued by the Clerk are three-year licenses. This administratively-convenient option is charged at normal rates and is not entitled to a discount.

Some dogs, including guide dogs, service dogs, and police work dogs are exempt from licensing fees upon providing satisfactory documentation.

Any owner needing a replacement tag must do so at their own expense.

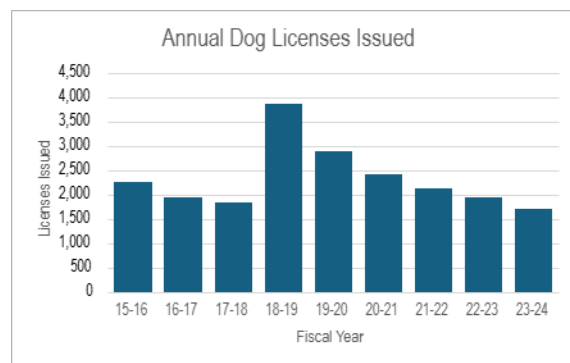
Dog License Fees

City of Syracuse Dog License Fees		
Dog Type	1-Year License	3-Year License
Altered	\$10.00 (\$9.00 + \$1.00 State Surcharge)	\$30.00 (\$27.00+ \$3.00 State Surcharge)
Unaltered	\$20.00 (\$17.00 + \$3.00 State Surcharge)	\$60.00 (\$51.00+ \$9.00 State Surcharge)
Replacement Tag Fee	\$5.00 For Any Replacement	

Dog Licenses Issued

According to annual statistics presented with the city budget, the City Clerk’s Office issues approximately 2,350 dog licenses per year since 2016, with a noticeable jump in licenses issued between 2018 and 2020. Removing those outliers, the office appears to issue closer to 2,000 licenses per year.

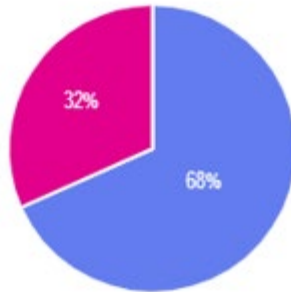
Fiscal Year	Dog Licenses Issued
FY20-21	2,421
FY21-22	2,125
FY22-23	1,963
FY23-24	1,721
FY24-25	1,790 (Estimate)
FY25-26	2,100 (Estimate)



While three-year licenses would appear administratively convenient, most licenses issued by the City Clerk are one-year licenses, requiring owners to re-license their dog each year. According to data from the City Clerk (with licensing data through August 2025), every two out of three licenses issued are for a single year. No information was available to determine re-licensure rates.

Dog Licenses By Type And Year			
	1-Year	3-Year	Total Licenses
2023	1212	501	1713
2024	1138	522	1660
2025*	735	408	1143

Type of License (2023 -2025)



■ One-Year ■ Three-Year

Type of License (2023 -2025)



■ Neutered/Spayed ■ Unneutered/Unspayed

*All data current through August 2025

Most licenses issued are for animals which have been spayed or neutered and 80% of all licenses issued are for dogs which have been altered.

Dog Licenses Revenue

Determining actual revenue generated by dog licensure by reviewing available documents proved difficult for several reasons.

The Department of Finance maintains a single “City Clerk License Revenue” account, which consolidates all revenues from licenses issued by the City Clerk, including Dog, Marriage, and Conservation Licenses such as hunting and fishing licenses.

Prior to entering that account, dog license revenues are deposited into the City Clerk’s private “Dog License Account” maintained at KeyBank – an account which the Department of Finance does not oversee. Monthly statements provided by the City Clerk’s office indicate a variety of deposits and draws with no backup information to support them. In addition to low-dollar daily deposits, ranging from \$10.00 to \$60.00 (which appear to be deposits of license fee revenues collected in office), the account also has a single large deposit each month – an ACH transfer from DocuPet.

Notably, the monthly receipts from DocuPet are never whole numbers, like the license fees prescribed by law. It appears the company deducts fees and expenses from the monthly transaction instead of providing a separate detailed invoice. Each ordinance passed by Common Council for DocuPet indicates expenses should be charged to a Bureau of Information Technology account.

In addition to account deposits, the account also consistently shows two checks being drawn each month. One of the amounts corresponds to deposits to the Department of Finance’s City Clerk License Revenue account. The other appears to be remittance to New York State for state license surcharges, as required by law (the State’s portion of license fees is \$1.00 per license, per year).

Deposits for FY24 (July 2023-June 2024) from the Clerk's Dog License Account into the City's Clerk License Revenue account were \$17,890.66, roughly a third of the money deposited into that account. This figure represents only a portion of total revenues, however, due to payments made to New York State (which should be counted as a revenue as well as a corresponding expense) and the fees and expenses deducted by DocuPet.

During this same period, checks drawn from the Clerk's account for State surcharges totaled \$2,221. Without backup information, the fees and expenses taken by DocuPet are unclear.

DOG LICENSING AROUND THE STATE

As allowed by New York State law, municipalities charge different rates for dog licenses. A review of major upstate cities shows Syracuse has one of the lowest licensure fees and uniquely offers a three-year license.

Dog License Fees by City and License Type				
City	Altered Fee	Unaltered Fee	Replacement Tag Fee	Unique Features
Syracuse	\$10.00	\$20.00	\$5.00	Offers 3-year license option
Albany	\$16.00	\$23.00	\$10.00	Senior residents receive \$10 discount
Buffalo	\$13.50	\$20.50	\$10.00	None
Rochester	\$10.00	\$30.00	\$3.00	Purebred dog license is \$35

Due to the City of Syracuse offering a three-year license, it’s difficult to generate an “apples-to-apples” understanding of the number of dogs within a community which are licensed. The data below consolidates data received from the Syracuse City Clerk and from requests made under the Freedom of Information Law (FOIL) Act from the Cities of Albany, Buffalo, and Rochester.

Annual Dog Licenses Issued by City and Year			
City	2023	2024	2025
Syracuse	1713	1660	1143 *
Albany	964	978	726 ^
Buffalo	4601	3993	2843 **
Rochester	2999	2745	2301 ^^

* Syracuse data through August 2025

^ Albany data through September 2025

** Buffalo data through November 2025

^^ Rochester data November 7, 2025

It is unknown how much of these differences are due to licensing compliance rates or cities having a higher number of dogs per capita.

CITY OF SYRACUSE DOG CONTROL

The Dog Control Division in Syracuse is the name of a function within the Syracuse Police Department (SPD) and the Department of Parks, Recreation and Youth Programs (Department of Parks). Despite the same name, the two divisions have very different responsibilities.

Up until FY21, the Dog Control Division was exclusively staffed by Dog Control Officers under the responsibility of the Department of Parks. In FY21, the division was transferred to the police department.

In FY 24, the City began using Second Chance Dog Shelter to alleviate the pressure on city shelters. In doing so, they created new roles of Shelter Supervisor and Shelter Attendants **Exhibit 3**. For budgetary and reporting purposes, those employees were assigned to the Parks Department Dog Control Division, and the Dog Control Officers remained within SPD.

For purposes of this report, references to the Dog Control Division refer to the unit consisting of Dog Control Officers, not the shelter staff.

Dog Control Officers

In the current fiscal year, the SPD Dog Control unit maintains four civilian employees as Dog Control Officers (DCOs), overseen by a Police Sergeant. Their duties are to patrol the city and respond to dog complaints including strays, unlicensed dogs, and injured animals. The unit is responsible for taking stray dogs to shelter. The Lieutenant assigned to the unit also oversees Animal Cruelty cases. The number of DCOs has steadily decreased in recent years from six to the current four.

Dog Control Officers by Year	
Fiscal Year	Officers
FY16	6
FY17	6
FY18	6
FY19	6
FY20	5
FY21	5
FY22	4
FY23	4
FY24	4
FY25	4
FY26	4

Despite being years since the Dog Control Officers were transferred from Parks to SPD, the city budget for the current year incorrectly identifies dog control functions (separate from the shelter staff) as a responsibility of the Department of Parks. This function rests entirely within the police department.

DEPARTMENT OF PARKS, RECREATION AND YOUTH PROGRAMS
DOG CONTROL
01.35100

Program Responsibilities:

The Dog Control Division is charged with administering the City Dog Control Ordinance. The Division is responsible for patrolling over 400 miles of City streets. The staff is responsible 7 days a week and 24 hours a day, to perform services such as: answering complaints concerning unleashed dogs, unlicensed dogs, injured dogs, and injured and sick cats. All dogs and cats picked up are impounded. The owners of dogs that can produce a license are able to redeem their pets by means of a release through the Dog Control Office. Along with thousands of complaints answered each year, the Dog Control Division is also responsible for keeping accurate records of all complaints and dispositions. Dog Control is also responsible for issuing appearance tickets to all violators of Article 7 of the Agriculture and Markets Law, and the Division must also represent the City in court on behalf of Dog Control.

Additionally, the Dog Control Division will include employees responsible for the daily upkeep and care of dogs that are ready to be adopted. These employees will work directly with partner agencies to process the adoptions of the dogs to new owners.

Page 275 of the FY26 Budget **Exhibit 4**

Costs of Dog Control

Dog Control Officer salaries range from roughly \$45,000 to \$50,000 a year **Exhibit 5**, but overtime and other pay increases pay for these employees. In calendar year 2024, Dog Control Officers earned roughly \$250,000 in salary, plus the cost of the Lieutenant overseeing the team.

In total, DCOs and their supervisors earned approximately \$400,000 in salary in 2024.

Expenses for the unit are cost accounted for well in the City budget. Costs for the unit include specialized vehicles, along with their operation and maintenance, and other equipment.

Dog Control Revenues

Local governments can raise revenues through dog impoundment fees and by issuing tickets for violations of State law covering dogs.

Municipalities must charge impoundment fees, which they may set through local law, so long as they are at least \$10 for the first impoundment, not less than \$20 for the first day and \$3 for each additional day for the second impoundment, and at least \$30 for the first day, plus \$3 each additional day for subsequent impoundments. These fees are kept as municipal revenue and shall be used for controlling dogs and enforcing the rules and regulations of Article 7, including being used to support shelters, and subsidize spaying and neutering and education programs.

A review of city budget data shows a Parks Department revenue account set up for “Animal Control Fines,” with this information provided in the budget book:

ANIMAL CONTROL FINES: These fines relate to the cost of retrieving a dog once the City's Dog Control Division has impounded it. A three-tiered fine system has been set up for first, second and any subsequent pick-ups. The seizure fee for a licensed or unlicensed dog is \$10, \$15 and \$20. No dog will be returned to its owner without a City dog license first being obtained. In addition to the seizure fees, there is also an \$11 per day boarding fee and a \$25 shot fee.

Page 80 of the FY26 Budget **Exhibit 6**

The seizure fees shown are less than the required amounts by law, and despite the existence of this revenue line, it has not generated any substantial income in several years, with no income booked to the account in the last two full fiscal years or in the current year.

Animal Control Fines Revenue	
Fiscal Year	Revenue
25/26	\$0
24/25	\$0
23/24	\$0
22/23	\$100
21/22	\$2,483
20/21	\$1,467
19/20	\$3,310
18/19	\$9,095
17/18	\$11,383
16/17	\$10,454
15/16	\$9,843

With verifiable proof that the City has delivered dogs to shelter, it's unclear why no revenue is being collected for this function.

DOG SHELTERING IN SYRACUSE

As per State Law, dogs which are seized must be delivered to a local shelter. For dogs picked-up in the City of Syracuse, the Dog Control Division delivers those animals to the city’s contracted shelter for boarding, B&R Bunkhouse.

B&R Bunkhouse

Since 2018, the City has had a contract with B&R Bunkhouse in Cicero, which is affiliated with Barks & Rec, LLC, a doggie daycare and boarding facility founded in 2012 **Exhibit 7**. In 2018 and 2019, the City also had smaller agreements with Fairmount Animal Hospital and Humane CNY. These agreements all provided “boarding, vaccinations, euthanasia and disposal services” for dogs. B&R Bunkhouse has space for approximately 30-35 dogs.

The 2018 contract with Barks & Rec was valued at up to \$25,000 for the period December 2018 through June 2019 and was subsequently amended to increase the amount to up to \$75,000 and extend the term to the end of 2019. Through multiple subsequent agreements, Barks & Rec has continued to maintain an agreement with the City through the end of 2025, with annual amounts not to exceed \$75,000-\$100,000. Each of the agreements were issued without competitive bidding.

Ordinances Authorizing Barks & Rec Sheltering Agreements			
Ordinance #	Organization	Amount	Term
736-2018	Barks & Rec, LLC Fairmount Animal Hospital Humane CNY	\$25,000 \$10,000 \$5,000	December 1, 2018 – June 30, 2019 December 1, 2018 – June 30, 2019 December 1, 2018 – June 30, 2019
414-2019 (Amend 736-2018)	Barks & Rec, LLC	Increase To \$75,000	Extend to December 31, 2019
743-2019	Barks & Rec, LLC	\$75,000	January 1, 2020 – December 31, 2020
34-2021	Barks & Rec, LLC	\$80,000	January 1, 2021 – December 31, 2021
749-2021	Barks & Rec, LLC	\$75,000	January 1, 2022 – December 31, 2022
1-2023 (Amend 749-2021)	Barks & Rec, LLC	\$75,000	Extend to December 31, 2023
184-2024 (Amend 1-2023)	Barks & Rec, LLC	\$75,000	Extend to December 31, 2024
36-2025	Barks & Rec, LLC	\$100,000	January 1, 2025 – December 31, 2025

A review of actual spending shows the City has paid Maria Limberg, owner of Barks & Rec, nearly \$500,000 since 2018, averaging about \$71,000 annually. Their contract with the City expires at the end of 2025 but includes two one-year extensions. Maria Limberg indicated to the City of Syracuse her intention to end the contract in March.

Second Chance Adoption Shelter

In March 2023, the Common Council approved Ordinance 149-2023 which allowed the City to contract with Onondaga County and Friends of Second Chance Shelter Inc. Under the agreement, the City would relocate some dogs from B&R Bunkhouse to Second Chance’s canine adoption shelter, located at the county-owned Jamesville Connectional Facility, to expand shelter capacity and increase adoption opportunities. The shelter originally contained 16 smaller kennels, but due to the size of dogs taken in, has been reduced to 10 larger kennel spaces. Dogs make their way to Second Chance after processing at B&R Bunkhouse.

The Second Chance shelter is staffed by Parks Department personnel, including Shelter Assistants and a Shelter Supervisor. In the current fiscal year, the operation is authorized to have six full-time employees.

Shelter Staff at Second Chance Adoption Shelter		
Year	Full-Time	Part-Time
FY24	8	0
FY25	8	2
FY26	6	0

Costs of Shelter Facility and Staff

According to the current budget, Shelter Attendant salaries range from \$41,410 to \$47,875 a year, and the city currently has four positions filled **Exhibit 8**. The authorized Shelter Supervisor position, which is currently vacant, pays between \$48,111 and \$72,167. In total, current staff earn approximately \$165,000 a year **Exhibit 9**. Under an agreement with Onondaga County, the city pays just \$1.00 a year rent for the facility. Other costs include utilities, supplies, and equipment.

Other Shelter Options

The Central New York Society of the Prevention of Cruelty to Animals (CNYSPCA) operates a shelter on East Molloy Road in Mattydale. The City has not contracted with them previously. Recent changes in leadership could provide opportunities in the future for partnership (Stukey 2026).

Partnership with NYS Animal Protection Federation

In 2024, the City of Syracuse contracted with the New York State Animal Protection Federal Education Fund (NYSAPFEF) to provide technical guidance with meeting new shelter standards and seeking out new grant funding opportunities for a municipal shelter **Exhibit 10**. The NYSAPFEF has technical expertise in these standards and in grants management and works with animal shelters across New York State. The contract with NYSAPFEF is for \$11,000 and to date none has been paid out.

DOG CONTROL & SHELTERING AROUND THE STATE

Communities around New York have different models and staffing for dog control and sheltering operations, and different amounts of publicly-available information.

Dog Control

The City of Albany's Animal Control unit is a function of the Albany Police Department and is responsible for dealing with complaints about unleashed, stray, and dangerous dogs. This contrasts from the City of Buffalo whose Department of Public Works, Parks, and Streets oversees Dog Control. In Rochester, the Department of Recreation and Human Services runs Animal Control operations. According to public information, Buffalo Animal Control picked up 1,383 animals in FY22 and Rochester Animal Services picked up 1,816 animals in the same fiscal year.

Sheltering

In April 2025, Rochester announced an investment of \$2.5 million to renovate its animal shelter on Verona Street. The plan includes building 72 new kennels for the 1,700 dogs the city serves every year.

The City of Buffalo recently announced plans to build a new shelter following controversies about poor conditions at the city's current shelter. The city plans to lease the shelter for five years then buy the building following Common Council approves. The Buffalo shelter came with a price tag of approximately \$3 million and would build a 16,000 square-foot facility. This project has been delayed due to the search for a new site (Ewing 2025).

In October, the Albany County Sheriff the county had received a \$500,000 grant from the State Agriculture & Markets Department to build a kennel at the Albany County Correctional Facility.

Budgeting for Dog Control and Shelters

Albany's 2026 proposed budget includes \$477,021 for Animal Control, which includes Animal Control Officer salaries and benefits and contractual expenses. Buffalo's FY26 Adopted Budget has \$1,386,512 allotted for Vermin and Animal Control. Rochester's FY26 budget includes \$2,409,600 allotted for Animal Services, which includes Animal Control and the shelter.

City	Responsible Department	FY26 Budget for Animal Control and Sheltering	Approximate Cost Per Resident
Albany	Police (Animal Control only)	\$477,021	\$4.71
Buffalo	Public Works, Parks, and Streets	\$1,386,512	\$4.99
Rochester	Recreation and Human Services	\$2,409,600	\$11.58

RECENT UPDATES TO NEW YORK STATE LAW

In recent years, several pieces of legislation have passed the New York State legislature and been signed into law by the Governor which impact animal welfare.

Companion Animal Standards Care Act

The Companion Animal Standards Care Act was passed by the New York State Legislature and signed by Governor Kathy Hochul in 2022. This new law standardizes practices around animal sheltering and care based on 2010 guidance from the Association of Shelter Veterinarians. It also creates a new licensing and inspection regime to be carried out by the New York State Department of Agriculture and Markets Division of Animal Industry **Exhibit 11**.

The new applies to all shelters and rescues, including those that are municipally operated. The law includes new guidance on training for managers, staff, and volunteers and requirements for the construction of the facilities. Additional requirements include:

- 3 years of records retention about the health and behavior of animals;
- Management must identify their organizational chart, demonstrate adequate staffing, list staff roles and responsibilities, and ongoing training for employees and volunteers;
- Encourage relationships with animal fostering groups and explain the roles and responsibilities of each;
- Uniform quality standards for kennels;
- Create standards for adequate veterinary care;
- Ensure the quality transportation of animals;

Additionally, the law lays out penalties for failure to comply with the new standards. The law provides that any licensed entity may be subject to license denial, revocation, suspension, or refusal of license renewal because of any violation, and that such violations can incur penalties of up to \$1,000, with enforcement being done by the Department of Agriculture and Markets.

After a three-year implementation period for shelter providers, this law took effect December 15, 2025.

Puppy Mill Pipeline Ban

In 2022, New York State enacted a new law aimed at curbing the market for animals that are bred at notorious puppy mills. Authored by Senate Deputy Leader Michael Gianaris and Assembly Member Linda B. Rosenthal, the Puppy Mill Pipeline Ban Act was passed by the Legislature in June 2022 and signed by Governor Kathy Hochul. It took effect in December of 2024. The law bans retail pet stores

from selling dogs, cats, and rabbits. Retail pet stores can partner with animal shelters to facilitate adoptions. Retail pet stores that continue to sell pets can face penalties of up to \$1,000 per violation.

Puppy mills have established a reputation for high-volume breeding that often results in sick animals being sold in pet stores. Unsuspecting owners purchase these animals, and within a few weeks of taking these animals home they discover serious medical conditions.

Pet stores have been targeted by law enforcement for these actions. In 2024, Attorney General Letitia James secured \$300,000 in penalties from Shake-A-Paw, a Long Island pet store, for hundreds of consumers who were illegally and unknowingly sold sick puppies **Exhibit 12**. Her investigation revealed that Shake-A-Paw falsely advertised sick pets as healthy, failed to disclose the animals' legitimate medical conditions, misrepresented puppies' breeds, and refused to reimburse consumers for veterinary bills they incurred because the dogs they purchased were sick. The illnesses and congenital defects in these animals were found to be consistent with puppies that are purchased from puppy mills.

Pet breeders and stores are loosely regulated under the Animal Welfare Act by the United States Department of Agriculture (USDA). Under the Trump administration, USDA inspectors have been less aggressive in enforcing these regulations. In addition, the USDA is issuing fewer serious violations that would ordinarily trigger swift follow-up by the agency.

PLANS FOR CITY MUNICIPAL SHELTER

The City of Syracuse has been considering constructing a municipal dog shelter for several years, with the proposal first appearing in the Department of Parks 2021-2026 Capital Improvement Plan (CIP) and continuing to appear in each successive CIP through the current year’s plan. The anticipated project cost has ranged from \$900,000 to \$3 million but to date, no authorization has been granted by the Common Council to start the project or borrow money to support its development.

The City needs a new shelter to comply with recent changes to New York State law and to provide adequate space and facilities to accept and care for the high number of dogs picked-up each year across the City. Current shelter space at contracted facilities is regularly at full capacity, leaving Dog Control Officers with no location to take lost and stray animals.

In June of 2024, the City issued a Request for Proposals (RFP) (#24-290) seeking space for a dog shelter. Despite receiving responses to the RFP, the City decided to take no action due to anticipated acquisition costs and environmental remediation needed at those sites.

In early 2025, the Park Department proposed building a shelter on their departmental campus on Spencer Street near the Inner Harbor as part of a Parks campus-wide redevelopment but later pulled that proposal telling the Common Council they wanted to perform an overall campus study prior to moving ahead with the shelter-only plan.

Planned Capital Program for Shelter

In the 2021-2026 plan, the facility was identified as the number one priority project for the department with plans to dedicate \$300,000 to the facility in FY21, followed by \$500,000 in each of the next two years, for a total cost of \$1.3 million on a project slated to be completed by 2024 **Exhibit 13**.

Rank	Program/Project	2020/21	2021/22	2022/23	2023/24	2024/25	2025/26	Total
1	Municipal Dog Shelter	\$300,000	\$500,000	\$500,000	\$0	\$0	\$0	\$1,300,000
2	Park Facility Improvements	\$1,261,330	\$150,000	\$150,000	\$150,000	\$150,000	\$150,000	\$2,011,330
3	Court Improvements	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$600,000
4	Tree Pits	\$65,000	\$150,000	\$180,250	\$192,500	\$200,000	\$250,000	\$1,037,750
5	Landscape Restoration	\$175,000	\$210,000	\$250,000	\$250,000	\$250,000	\$250,000	\$1,385,000
6	Tree Replacement	\$100,000	\$160,000	\$170,000	\$180,000	\$190,000	\$200,000	\$1,000,000
7	Park Road/Sidewalk Paving	\$100,000	\$150,000	\$150,000	\$100,000	\$100,000	\$100,000	\$700,000
8	Urban Forest Restoration	\$30,000	\$40,000	\$40,000	\$45,000	\$45,000	\$40,000	\$240,000
9	Pool & Fountains Improvements	\$550,000	\$300,000	\$300,000	\$300,000	\$300,000	\$300,000	\$2,050,000
	Equipment and Motor Vehicles	\$542,000	\$141,000	\$236,000	\$297,000	\$193,000	\$172,000	\$1,581,000
	PROGRAM TOTAL	\$3,223,330	\$1,901,000	\$2,076,250	\$1,614,500	\$1,528,000	\$1,562,000	\$11,905,080

- Municipal Dog Shelter:** Program years 2020/21 through 2022/23. This project will provide a safe place for lost/stray dogs to be housed while the Dog Control Officers make strides to reunite them with their owners or find them new homes

After not being funded in FY21, the project reappeared on the 2022-2027 CIP for the department with a much lower priority and with no planned expenses that year but future expenses of \$500,000 in FY23, followed by \$400,00 in FY24, for a total cost of just \$900,000.

By the 2023-2028 CIP, the project had fallen to number 16 on the department’s priority list but the project cost had increased to \$1.65 million, with regular spending on the project each year from FY24 through FY28. The new timeline for the project showed anticipated completion falling back to approximately 2028 **EXHIBIT 14**.

Program/Project	2023	2024	2025	2026	2027	2028	Total
1 Urban Forest Restoration	\$40,000	\$45,000	\$50,000	\$50,000	\$50,000	\$60,000	\$295,000
2 Tree Planting	\$535,000	\$540,000	\$167,000	\$170,000	\$175,000	\$177,000	\$1,764,000
3 Natural Areas Management	\$125,000	\$128,000	\$131,000	\$133,000	\$136,000	\$140,000	\$793,000
4 Cyclical Pruning	\$375,000	\$525,000	\$720,000	\$760,000	\$800,000	\$800,000	\$3,980,000
5 Vacant Land stabilization and greening (i	\$0	\$103,000	\$107,000	\$110,000	\$115,000	\$120,000	\$555,000
6 Tree Pit Enhancement in business distric	\$418,750	\$436,250	\$386,000	\$405,000	\$425,000	\$450,000	\$2,521,000
7 Professional Services / Planning	\$125,000	\$125,000	\$125,000	\$125,000	\$125,000	\$125,000	\$750,000
8 Neighborhood Parks Improvement	\$300,000	\$300,000	\$300,000	\$0	\$0	\$0	\$900,000
9 Monuments and Fountains	\$150,000	\$150,000	\$120,000	\$120,000	\$120,000	\$120,000	\$780,000
10 Pools	\$300,000	\$500,000	\$500,000	\$500,000	\$500,000	\$500,000	\$2,800,000
11 Stone Walls and Steps	\$300,000	\$200,000	\$150,000	\$150,000	\$150,000	\$150,000	\$1,100,000
12 Facility Improvements	\$200,000	\$220,000	\$240,000	\$260,000	\$280,000	\$300,000	\$1,500,000
13 Park Road/Sidewalk Paving	\$225,000	\$225,000	\$250,000	\$250,000	\$250,000	\$250,000	\$1,450,000
14 Park Maintenance Master Planning	\$100,000	\$100,000	\$55,000	\$55,000	\$0	\$0	\$310,000
15 Court Improvements	\$150,000	\$124,000	\$100,000	\$100,000	\$100,000	\$100,000	\$674,000
16 Municipal Dog Shelter	\$0	\$500,000	\$400,000	\$250,000	\$250,000	\$250,000	\$1,650,000

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With no anticipated costs in 2023, the project was expected to get underway the following year. By the 2024-2029 CIP, the project called for a \$2,000,000 investment in 2024, and a further commitment of \$1,000,000 in 2025, raising the overall anticipated cost of the project to \$3 million, but dramatically speeding up the timeline for completion. Despite the plan to use CIP funding in 2024, no measure was brought before the Common Council to authorize that plan.

By the time the 2025-2030 CIP came out, the plan was modified again, now requesting just \$1 million in both 2025 and 2026, for a total project cost of \$2 million which “provides support for the design, development, and construction of a municipal dog shelter.” Despite the immediate plan for investment, the project was still ranked as the 14th priority project for the department and the measure never reached the Common Council for authorization.

In the most recent Capital Improvement Plan, covering the program years 2026-2031, the project again appears, this time as the 10th priority, but with a reduced expense of just \$2 million, all of which is anticipated to be drawn in 2026 **Exhibit 15**.

Program/Project	2026	2027	2028	2029	2030	2031	Total
1 Urban Forest Restoration	\$50,000	\$53,000	\$55,000	\$60,000	\$60,000	\$65,000	\$343,000
2 Tree Planting	\$196,250	\$205,000	\$212,500	\$217,000	\$225,000	\$231,750	\$1,287,500
3 Natural Areas Management	\$667,000	\$684,600	\$703,500	\$366,000	\$261,000	\$263,000	\$2,945,100
4 Vacant Land Stabilization	\$401,700	\$413,751	\$426,164	\$438,948	\$452,117	\$465,680	\$2,598,360
5 Tree Pit Enhancements	\$515,000	\$530,450	\$546,000	\$563,000	\$580,000	\$597,400	\$3,331,850
6 Creekwalk & Trails Vegetation Management	\$490,227	\$230,439	\$221,614	\$388,275	\$447,960	\$449,700	\$2,228,215
7 Community Parks Improvement Burnet Park	\$450,000	\$3,000,000	\$3,000,000	\$3,000,000	\$3,000,000	\$3,000,000	\$15,450,000
8 Community Parks Improvement Thornden Park	\$150,000	\$1,500,000	\$1,000,000	\$1,000,000	\$200,000	\$200,000	\$4,050,000
9 Ice Rinks & Golf Course - Meachem & Sunnycrest Park	\$200,000	\$1,700,000	\$200,000	\$2,000,000	\$150,000	\$150,000	\$4,400,000
10 Municipal Dog Shelter	\$2,000,000						\$2,000,000

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Request for Common Council Authorization

In April 2025, Commissioner of Parks, Syeisha Byrd, brought two items before the Common Council to authorize the Municipal Dog Shelter project and to bond for \$500,000 to begin the project which would “support the design, engineering, and construction of a new municipal dog shelter, addressing both facility needs and functional requirements, to include 40-80 secure kennels, community areas, office and utility space, and designated areas for animal enrichment” (Boyer 2025)

Commissioner Byrd indicated that after years of searching for a site, the City had finally identified a location for the shelter. The location identified was behind Parks Department offices on Spencer Street, along W. Kirkpatrick Street near Van Rensselaer Street. The location was viewed as desirable because the City would not need to purchase any property and nearby green space at the Inner Harbor.

When asked about the cost of constructing the project, Josh Wilcox, landscape designer and planner with the Parks Department, indicated this authorization of \$500,000 would support design and engineering and the following year’s CIP included \$2 million for construction, stating that “right now we’d like to cap it at \$2.5 million overall spent but we will be looking for additional State grants, State opportunities...we will be very aggressive on applying for every grant that’s out there.”

Councilor Corey Williams expressed concerns over the recurring costs of staffing the facility and the Council agreed to hold a committee meeting to address outstanding concerns related to the facility, the process, the funding, and next steps.

On June 3, 2025, the Common Council’s Parks, Recreation, and Youth Programs Committee held a committee meeting to address those concerns. Parks staff indicated they had been working on this project for several years and had considered a variety of public and private locations. The Parks Department originally believed they needed a 10,000 square foot building, which they felt could be constructed for \$300-350 per square foot – for a total construction cost of between \$3 million and \$3.5 million but were prepared to scale back the size to just 40-60 kennels which would reduce the cost. They indicated that the current request would support studying the site, including geotechnical work, because they were unsure if the proposed site on the Parks campus would be able to support the proposed structure.

After several weeks, the Parks Department pulled the proposal, telling the Common Council they wanted to perform an overall study of their entire Parks Department campus prior to moving ahead with the shelter-only plan.

AVAILABLE GRANT FUNDING OPPORTUNITIES

New York State Animal Population Control Program

New York State has a [program](#) where municipal or county animal shelters and New York-based animal welfare organizations can apply for a grant to provide low-cost spay/neuter services for dogs **Exhibit 17**. These services must benefit owners who receive public assistance or adopted their pet from a qualified New York State nonprofit or government organization. Projects can include direct subsidies for these procedures, expense support for administrative staff, consumable supplies (such as needles), infrastructure and equipment that will increase the amount of low-cost spay/neuter procedures, or other projects that directly or indirectly provide low-cost spay/neuter procedures.

Companion Animal Care Act Capital Fund

The Companion Animal Capital Fund program was created in 2017 by New York State. As part of the law, the state disperses grants ranging from approximately \$43,000 to \$500,000. There is also a 10% local funding match requirement. Funding can only be used to build or update facilities, and there must be a comprehensive plan before applying for funding.

This current fiscal year awarded \$10 million in funding to shelters across the state, including the Humane CNY located in Liverpool, NY, which is in Onondaga County. Humane CNY used the \$126k in the grant to update the entryway with security access, renovate cat cages, modify HVAC system, and replace the roof. CNY SCPA in Syracuse also received \$172k in 2020 to update their roof. Grants are awarded based on need assessment, detailed project description, and if the cost is reasonable.

The deadline to apply for funding this fiscal year has passed, but the city can apply for funding next year if the Capital Fund is included in the NYS budget next fiscal year **Exhibit 18**.

ASPCA New York Shelter Standards Implementation Grant

The ASPCA offers grants ranging from \$20,000-\$75,000 for New York shelters to update facilities to comply with the Companion Animal Standards Care Act **Exhibit 19**. Grants can be used for projects including but not limited to:

- Retrofitting housing with portals or transfer doors
- Training for staff to become certified euthanasia technicians
- Purchasing autoclaves, surgical instruments and equipment to meet spay/neuter requirements

- Costs associated with hardware or software for cloud-based shelter and medical recordkeeping
- Purchasing appropriate disinfection and sanitation products, systems or equipment
- Hiring or contracting with a veterinarian to provide oversight and approval of protocols related to animal care and veterinary services provided to animals in the organization's care
- Hiring or contracting with an animal behavior professional to develop programming and protocols for behavioral care and enrichment

RESOURCES FOR DOG OWNERS

Licensing Your Dog

Dog owners licensing their dog for the first time must apply through the City Clerk's Office, located on the second floor of City Hall at 233 E. Washington Street, Room 231. The Clerk's Office is open Monday through Friday, 8:30am to 4:30pm. For more information, you can contact the City Clerk at (315) 448-8216. Dog owners can renew their licenses online through the City's website.

Spaying and Neutering Services

Low cost spay and neuter programs include:

Spay and Neuter Syracuse

Website: spayandneutersyracuse.com

Phone: (315) 834-0141

Email: info@spayandneutersyracuse.org

Address: 2616 Erie Boulevard East

Syracuse, NY 13224

Organization Purpose: Spay and Neuter Syracuse is a 501c3 non-profit low-cost spay and neuter clinic devoted to the sterilization of homeless animals and pets belonging to people of low income in the Central New York area. They offer spaying and neutering services for dogs, with pricing ranging from \$130 to \$225, and a \$20 microchip offered at the time of the procedure.

Fixing to Help CNY

Website: fixingtohelpcny.com

Phone: (315) 729-8691

Email: fixingtohelpcny@gmail.com

Organization Purpose: Fixing to Help CNY will cover spay/neuter procedures done by Spay and Neuter Syracuse for Onondaga County residents that are at or below 185% of the Federal Poverty line. The copay for people at or below the poverty line is \$1, and the copay for those above 100% but below 185% is 30% of the total surgery cost.

Pet Food and Supplies

Kia Foundation

Website: <https://www.thekiafoundation.org/>

Phone: (680) 214-6241

Email: thekiafoundationinc@gmail.com

Address: 2546 James Street

Syracuse, NY 13206

Organization Purpose: The Kia Foundation runs a Pet Thrift Store and Pet Food Bank in Syracuse. Their programs include monthly

mobile pet food pantries and CNY's only at-home pet meal delivery service.

CNY SPCA Pet Food Pantry

Website: <https://cnyspca.org/pet-food-pantry>

Phone: (315) 454-4479

Email: mail@cnyspca.org

Address: 5878 East Molloy Road

Syracuse, NY 13211

Organization Purpose: CNY SPCA has a Pet Food Pantry located at 5878 East Molloy Road, Syracuse NY. They have no eligibility

requirements to use the pantry, though pet food might not always be available.

Adopting a Dog

B&R Bunkhouse

Email: bandrbunkhouse@gmail.com
Address: 6225 East Taft Road, Syracuse, NY 13212

Helping Hounds Dog Rescue

Website: <https://helpinghoundsdogrescue.org/>
Phone: (315) 446-5970
info@hhdrny.com

Second Chance

Website:
<https://www.jamesvillesecondchance.com/>
Phone: (315) 435-5584
Email: friendsofsecondchance@gmail.com
Address: 6660 E. Seneca Turnpike, Jamesville, NY 13078

Seventh Heaven Rescue

Website: <https://seventhheavenrescue.org/>
Email: info@seventhheavenrescue.org

CNY SPCA

Website: <https://cnyspca.org/adopt-a-dog/>
Phone: (315) 454-4479
Email: mail@cnyspca.org
Address: 5878 East Molloy Rd
Syracuse, NY 13211

Emergency Vet Care

Veterinary Medical Center of CNY

Website: <https://vmccny.com/>
Phone: (315) 444-0265
Address: 5841 Bridge Street
East Syracuse, NY
Organization Purpose: 24/7 Emergency Veterinary Medical Facility.

FINDINGS

Finding #1: City Of Syracuse Losing Biggest Contractor For Animal Sheltering Services At The End Of March; Moving Forward Will Only Have Access to 10 Kennels.

With the operators of B & R Bunkhouse ending their contract with the City, Syracuse will only have access to 10 kennel spaces at the Second Chance Shelter for seized dogs moving forward, absent a new agreement with a different provider or construction of a new facility. This means the City can only have 10 dogs under its control at any one time.

Finding #2: City Of Syracuse Currently Out Of Compliance With New York State Companion Animal Shelter Standards Act.

The City of Syracuse is out of compliance with the NYS Companion Animal Shelter Care Standards Act. This legislation is designed to ensure that animal shelter providers are in keeping with the highest level of health and hygiene when providing care to animals. Outgoing City contractor B&R Bunkhouse is not compliant with these standards. There is no other shelter provider in the area that is currently in compliance with standards. Without a municipal shelter or a contracted vendor that meets these standards, the City is out of compliance and could be subject to sanctions from the NYS Department of Agriculture and Markets.

Finding #3: City Issues Declining Number Of Dog Licenses Each Year.

Since FY 2021, the City of Syracuse has issued fewer dog licenses every year, down by around 700 from FY 2021 to FY 2024.

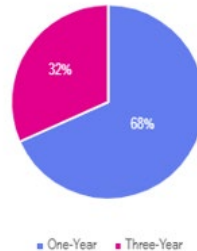
Fiscal Year	Dog Licenses Issued
FY20-21	2,421
FY21-22	2,125
FY22-23	1,963
FY23-24	1,721
FY24-25	1,790 (Estimate)
FY25-26	2,100 (Estimate)

Finding #4: Majority Of Dog Licenses Are Issued For 1-Year Despite 3 Year Option Being Available.

While three-year licenses would appear administratively convenient, most licenses issued by the City Clerk are one-year licenses, requiring owners to re-license their dog each year. According to data from the City Clerk (with licensing data through August 2025), every two out of three licenses are issued for a single year. No information was available to determine re-licensure rates.

Dog Licenses By Type And Year			
Year	1-Year	3-Year	Total Licenses
2023	1212	501	1713
2024	1138	522	1660
2025*	735	408	1143

Type of License (2023 -2025)



Finding # 5: City of Syracuse Cannot Determine Revenue Collected from Dog Licenses

Determining actual revenue generated by dog licensure by reviewing available documents proved difficult for several reasons. The Department of Finance maintains a single “City Clerk License Revenue” account, which consolidates all revenues from licenses issued by the City Clerk, including Dog, Marriage, and Conservation Licenses such as hunting and fishing licenses.

Prior to entering that account, dog license revenues are deposited into the City Clerk’s private “Dog License Account” maintained at KeyBank – an account which the Department of Finance does not oversee. Monthly statements provided by the City Clerk’s office indicate a variety of deposits and draws with no backup information to support them. In addition to low-dollar daily deposits, ranging from \$10.00 to \$60.00 (which appear to be deposits of license fee revenues collected in office), the account also has a single large deposit each month – an ACH transfer from DocuPet.

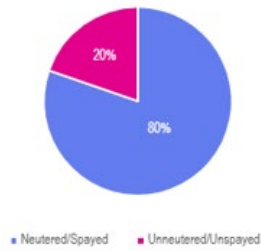
Finding #6: City missed deadline for latest round of state funding, may still apply next year for Companion Animal Capital Fund.

The deadline to submit projects to the Companion Animal Capital Fund was January 30, 2026. This is the deadline for funding for the FY 2026 state budget. Should this program be funded by Governor Kathy Hochul and the legislature once again, a new round of funding may be available going forward.

Finding #7: Majority of dogs licensed in the City are spayed/neutered; 20% are not.

Of licenses issued by the City of Syracuse, 80% are issued to neutered or spayed dogs, 20% are issued to those that are not.

Type of License (2023 -2025)



RECOMMENDATIONS

Recommendation #1: Expedite Plans to Build And Operate New Municipal Animal Shelter

The City is currently out of compliance with the NYS Companion Animal Standards Care Act and there is no regional partner available to contract with that would meet those new shelter standards. The City should immediately prioritize the construction of a new shelter and avail itself of potential funding opportunities through the NYS Companion Animal Capital Fund. Failure to comply with these standards could open the City up to litigation from the NYS Department of Agriculture and Markets or private animal welfare organizations.

The City should prioritize building a larger facility with more than 80 kennel spaces which acknowledges the size of the stray animal issue we have in the City of Syracuse. A larger facility also has the potential to lease out space to other municipalities in the region, which could further generate revenue for the City of Syracuse. The City should consider siting the facility in an existing City Park, to expand the green space available to give animals exercise, or look to underutilized space easily accessible such as Land Bank property or the former Garzone's Café site.

An animal shelter would also benefit from a nonprofit support entity, modeled after organizations like the "Friends of the Rosamond Gifford Zoo" or the "Friends of the Onondaga Aquarium", which would support volunteerism and community support for the animal shelter's operations.

A new shelter should also come with space for veterinary medical support in-house as well as potential space for retail operations – another way a shelter can generate revenue to sustain its operations.

Recommendation #2: Improve Dog Licensing Compliance through Education and Awareness; Conduct an annual dog enumeration campaign.

Higher dog licensing compliance rates can raise revenue for Syracuse and prevent overcrowding at dog shelters, since lost dogs that are licensed can be immediately returned to their owners. Strategies to include licensing include educational campaigns to promote the benefits of licensing, which could include a "holiday" to waive the dog licensing fee. This waiver could be promoted heavily in local media to promote the benefits of licensing. Additionally, the City should partner with local adoption organizations and veterinary clinics to provide information about how to improve licensing.

Another strategy is a dog enumeration campaign. Dog enumeration is when the city takes a census of all dogs living in each household, and applying fines to anyone whose dog is not licensed.

Municipalities that have done dog enumeration include [Schenectady, NY](#) and the [Town of Dryden, NY](#).

Recommendation #3: Enact Local Law To Curb Backyard Breeders

Backyard breeders are animal breeders that work at a small scale, often as a secondary income source. Often, they will operate outside the regulatory framework of larger-scale breeders and animal shelters. They do not spay/neuter their animals and often will produce more litters than is healthy and commercially viable. This is a source for animal population growth, and the Common Council should pursue additional regulations to curb this practice.

New regulations on how often City residents can breed animals and under what conditions that is permissible would help stem the growth of the City's dog population, reducing the need for greater – and more expensive – animal control down the line.

Sample legislation from New York City is shown in **Exhibit 20**.

Recommendation #4: Move all licensing revenues into accounts overseen by the Commissioner of Finance

As noted in our previous 2024 audit, *"A License May Be Required: An Audit of City of Syracuse License and Permit Operations"*, the revenues generated by the City Clerk's office are deposited by Clerk's office staff directly into bank accounts which then draw and submit a check that payment to the Department of Finance, where it is deposited into a single City Clerk Licenses account. Daily transactions and daily deposit information is not included as part of the City's general ledger.

All City licensing transactions should be routed through the Commissioner of Finance who ensures compliance with banking regulations and internal controls. Additionally, all City Clerk licensing revenue is listed as one line in the City budget book. It should be broken out into separate lines for different types of licensing revenue, including animal, conservation, and marriage.

Recommendation #5: Improve Data Collection, Transparency Around Stray Animals.

CityLine, Syracuse's constituent service management tool, should include the ability to report stray animals and request assistance. Data compiled from these reports can support proactive enforcement as well as educational outreach efforts. Stray animal complaints and their resolutions should also be publicly viewable through the City's open data portal.

Recommendation #6: Promote Resources for Dog Owners

The city should promote veterinary assistance programs- including- low cost spay and neuter services- such as [SANS](#), [Fixing to Help CNY](#), [Animal Alliance of Greater Syracuse](#), [The Shamrock Animal Fund](#), and [CNY SNAP](#). Syracuse can increase the fees for unspayed/unneutered pets to incentivize people to spay or neuter their animals.

Syracuse should promote additional resources like the [Kia Foundation](#), [CNY SPCA Pet Food Pantry](#), and [Cuse Pit Crew](#). The City should also update the [Dog Resources](#) page with these links and remove references to Hardeko Helping Paws (which has closed).

Promotion strategies can incorporate flyers, advertisements in newspapers, and media generated from press conferences about these issues. The City should also make sure to include more information about its own licensing requirements and options on all materials.

Syracuse should aim to inform low-income pet owners about resources for pets to avoid those owners abandoning their dogs, which worsens the problem.

Recommendation #7: Prohibit Unlicensed Dogs From Establishments That Serve Food.

Many local restaurants and bars have recently prided themselves on being animal-friendly spaces where patrons can bring pets to enjoy features like outdoor dining. These establishments should require that only licensed animals are permitted on their properties. This ensures that animals around other pets and patrons have proper vaccines and, should they be separated from an owner, they will be easier to track down.

Recommendation #8: With Leadership Transition At CNYSPCA, Develop A Relationship And Contract With Their Shelter For Mutual Overflow Populations.

Previously, the City of Syracuse did not have a relationship with the CNYSPCA. We are not one of the entities that contracts with the longtime nonprofit to provide our local animal control operations. A recent turnover of their executive staff and board of directions may open up new opportunities to build a relationship with the organization. While the City of Syracuse constructs its own municipal shelter, it should contract with CNYSPCA for shelter space. Once the City completes construction of its new shelter, the City and CNYSPCA should contract with one another for overflow capacity.

Recommendation #9: Remove Dog Control Officers From Syracuse Police Department And Move Them To The Department Of Parks; Create A New Deputy Commissioner Of Animal Control Operations To Oversee Shelter, Dog Control Programs

Right now, animal control operations are overseen by the Syracuse Police Department – yet another non-law enforcement operation that is being managed by the Police. These employees previously operated out of the Parks Department and should be returned to the Parks Department hierarchy. They should maintain a single point of contact with SPD with whom they can partner on animal cruelty investigations, but the bulk of their work does not need to be overseen by a law enforcement officer.

All animal operations should be housed under the Parks Department and overseen by a new Deputy Commissioner of Animal Control. This could be an animal welfare industry professional who can

oversee the daily operations of dog control officers, maintain relationships with law enforcement, oversee shelter operations and management, and handle contracting with veterinarians, shelter providers, and other vendors.

Syracuse should update its [budget](#) to clearly articulate the responsibilities of the Parks and Police Departments in relationship to dogs. The current budget inaccurately states that the Dog Control Division in Parks handles stray dogs. Additionally, the budget should clearly state what contracts each Department in relation to Dog Control and Sheltering. This will make it easier to see how much Syracuse is spending on dog control, which is crucial to controlling costs.

Recommendation #10: Increase Unspayed/Unneutered Rate To \$100/Year + Fee; Increase “Altered” Rate To \$10+Fee. Provide Reduced Rate For Three-Year License.

Current licensing rates have only a small cost difference between the rates for unspayed/unneutered pets and those that are “altered”. That disparity should be corrected as an incentive for owners to spay and neuter their pets. Additionally, increases in the overall fees should be made to increase the City’s revenue and support animal service operations.

Current City of Syracuse Dog License Fees		
Dog Type	1-Year License	3-Year License
Altered	\$10.00 (\$9.00 + \$1.00 State Surcharge)	\$30.00 (\$27.00+ \$3.00 State Surcharge)
Unaltered	\$20.00 (\$17.00 + \$3.00 State Surcharge)	\$60.00 (\$51.00+ \$9.00 State Surcharge)
Replacement Tag Fee	\$5.00 For Any Replacement	

Recommendation #11: City Should Require Spaying/Neutering Of Any Animal Picked Up By Dog Control Before It’s Released; Partner With Providers To Ensure Affordable Options.

When animals are picked up by dog control and owners are found, they should be checked if they have been spayed/neutered and if not, the City ensure that the procedure is conducted before the animal is released, either by a contracted veterinary provider who can bill the owner directly or through partnerships with low- and no-cost spay and neuter services to support low-income residents.

Recommendation #12: The City Should Publish Resources Available For Dog Owners.

Owning a pet is a major responsibility and there's a host of serious challenges come with it. The City should publish a guide of local resources, including low-cost spay/neuter clinics, veterinarians, licensing information, and adoption programs for dog owners to take advantage of and learn from. This report included a section on resources as the beginning listing for such a guide.

Recommendation #13: Regularly Host Adoption Events To Help Move Animals Out Of The City Shelter, Shelter Partners.

By regularly hosting events to promote animal adoption, the City of Syracuse would help move animals out of its shelter and free up space more quickly. Additionally, this would help more animals find permanent homes more quickly. This could be a practice starting now.

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STATE OF NEW YORK
Department of
AGRICULTURE AND MARKETS
Albany, New York 12235

ARTICLE 7

Of the Agriculture & Markets Law

(Chapters 220 & 221, Laws of 1978)

Relating to

LICENSING, IDENTIFICATION AND CONTROL OF DOGS

AND ANIMAL POPULATION CONTROL PROGRAM

Article 25B - Abandoned Animals

Parts 77, 78, & 79 of Title I (care of seized dogs)

Chapter 115 of the Laws of 1894 - Sections 8, 9 & 10

State Finance Law, Sections 97-rr & 97-xx

(pet dealer licensing fund &
animal population control program)

CIRCULAR 950

DIVISION OF ANIMAL INDUSTRY

Revised October 2009

**ARTICLE 7
LICENSING, IDENTIFICATION AND CONTROL OF DOGS**

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§ 106. Purpose. The purpose of this article is to provide for the licensing and identification of dogs, the control and protection of the dog population and the protection of persons, property, domestic animals and deer from dog attack and damage.

§ 107. Application. 1. This article shall apply to all areas of the state except any city having a population of over two million except that the provisions in this article relating to the animal population control program shall be applicable to the entire state.

2. In the event that any dog owned by a resident of any city having a population of over two million or by a non-resident of this state is harbored within this state outside of any such city, such dog shall be exempt from the identification and licensing provisions of this article for a period of thirty days provided such dog is licensed pursuant to the provisions of law of the area of residence.

3. This article shall not apply to any dog confined to the premises of any public or private hospital devoted solely to the treatment of sick animals, or confined for the purposes of research to the premises of any college or other educational or research institution.

4. This article shall not apply to any dog confined to the premises of any person, firm or corporation engaged in the business of breeding or raising dogs for profit and licensed as a class A dealer under the Federal Laboratory Animal Welfare Act, provided that such person, firm or corporation has obtained a certificate of exemption. Application for such certificate shall be made annually to the commissioner and shall be accompanied by a fee of one hundred dollars.

5. Nothing contained in this article shall prevent a municipality from adopting its own program for the control of dangerous dogs; provided, however, that no such program shall be less stringent than this article, and no such program shall regulate such dogs in a manner that is specific as to breed. Notwithstanding the provisions of subdivision one of this section, this subdivision and section one hundred twenty-one of this article shall apply to all municipalities including cities of two million or more.

§ 108. Definitions. As used in this article, unless otherwise expressly stated or unless the context or subject matter requires otherwise:

1. "Adoption" means the delivery to any natural person eighteen years of age or older, for the limited purpose of harboring a pet, of any dog, seized or surrendered, or any cat.

3. "Clerk" means the clerk of any town, city or village where licenses are validated or issued pursuant to this article.

4. "Commissioner" means the state commissioner of agriculture and markets.

5. "Dog" means any member of the species canis familiaris.

6. "Dog control officer" means any individual appointed by a municipality to assist in the enforcement of this article or any authorized officer, agent or employee of an incorporated humane society or similar incorporated dog protective association under contract with a municipality to assist in the enforcement of this article.

7. "Domestic animal" means any domesticated sheep, horse, cattle, fallow deer, red deer, sika deer, whitetail deer which is raised under license from the department of

environmental conservation, llama, goat, swine, fowl, duck, goose, swan, turkey, confined domestic hare or rabbit, pheasant or other bird which is raised in confinement under license from the state department of environmental conservation before release from captivity, except that the varieties of fowl commonly used for cock fights shall not be considered domestic animals for the purposes of this article.

8. "Euthanize" means to bring about death by a humane method.

9. "Guide dog" means any dog that is trained to aid a person who is blind and is actually used for such purpose, or any dog owned by a recognized guide dog training center located within the state during the period such dog is being trained or bred for such purpose.

10. "Harbor" means to provide food or shelter to any dog.

11. "Identification tag" means a tag which sets forth an official identification number as required by the provisions of this article.

12. "Identified dog" means any dog carrying an identification tag as provided in section one hundred twelve of this article.

13. "Municipality" means any county, town, city and village.

14. "Official identification number" means a series or combination of letters, numbers or symbols approved and furnished by the commissioner.

15. "Owner" means any person who harbors or keeps any dog.

16. "Owner of record" means the person in whose name any dog was last licensed pursuant to either subdivision one or subdivision two of section one hundred nine of this article, except that if any license is issued on application of a person under eighteen years of age, the owner of record shall be deemed to be the parent or guardian of such person. If it cannot be determined in whose name any dog was last licensed or if

the owner of record has filed a statement pursuant to the provisions of section one hundred thirteen of this article, the owner shall be deemed to be the owner of record of such dog, except that if the owner is under eighteen years of age, the owner of record shall be deemed to be the parent or guardian of such person.

17. "Person" means any individual, corporation, partnership, association or other organized group of persons, municipality, or other legal entity.

18. "Police work dog" means any dog owned or harbored by any state or municipal police department or any state or federal law enforcement agency, which has been trained to aid law enforcement officers and is actually being used for police work purposes.

19. "Recognized registry association" means any registry association that operates on a nationwide basis, issues numbered registration certificates and keeps such records as may be required by the commissioner.

20. "War dog" means any dog which has been honorably discharged from the United States armed services.

21. "Hearing dog" means any dog that is trained to aid a person with a hearing impairment and is actually used for such purpose, or any dog owned by a recognized training center located within the state during the period such dog is being trained or bred for such purpose.

22. "Service dog" means any dog that has been or is being individually trained to do work or perform tasks for the benefit of a person with a disability, provided that the dog is or will be owned by such person or that person's parent, guardian or other legal representative.

23. "Person with a disability" means any person with a disability as that term is defined in subdivision twenty-one of section two hundred ninety-two of the executive law.

24. (a) "Dangerous dog" means any dog which (i) without justification attacks a person, companion animal as defined in subdivision five of section three hundred fifty of this chapter, farm animal as defined in subdivision four of section three hundred fifty of this chapter or domestic animal as defined in subdivision seven of this section and causes physical injury or death, or (ii) behaves in a manner which a reasonable person would believe poses a serious and unjustified imminent threat of serious physical injury or death to one or more persons, companion animals, farm animals or domestic animals or (iii) without justification attacks a service dog, guide dog or hearing dog and causes physical injury or death.

(b) "Dangerous dog" does not include a police work dog, as defined in subdivision eighteen of this section, which acts in the manner described in this paragraph while such police work dog is being used to assist one or more law enforcement officers in the performance of their official duties.

25. "Working search dog" means any dog that is trained to aid in the search for missing persons, is actually used for such purpose and is registered with the department; provided, however, that such services provided by said dog shall be performed without charge or fee.

26. "Therapy dog" means any dog that is trained to aid the emotional and physical health of patients in hospitals, nursing homes, retirement homes and other settings and is actually used for such purpose, or any dog owned by a recognized training center located within the state during the period such dog is being trained or bred for such purpose.

27. "Detection dog" means any dog that is trained and is actually used for such purposes or is undergoing training to be used for the purpose of detecting controlled substances, explosives, ignitable liquids, firearms, cadavers, or school or correctional facility contraband.

28. "Physical injury" means impairment of physical condition or substantial pain.

29. "Serious physical injury" means physical injury which creates a substantial risk of death, or which causes death or serious or protracted disfigurement, protracted impairment of health or protracted loss or impairment of the function of any bodily organ.

§ 109. Licensing of dogs; rabies vaccination requirement. 1. Licensing of dogs. (a)

The owner of any dog reaching the age of four months shall immediately make application for a dog license. No license shall be required for any dog which is under the age of four months and which is not at large. Except as otherwise provided in this subdivision, a license shall be issued or renewed for a period of one year, provided, that at the option of the governing board of the municipality, a license may be issued or renewed for a period of one, two or three years, and provided further,

that no license shall be issued for a period expiring after the last day of the eleventh month following the expiration date of the current rabies certificate for the dog being licensed. All licenses shall expire on the last day of the last month of the period for which they are issued. In the event an applicant for a license presents, in lieu of a rabies certificate, a statement certified by a licensed veterinarian, as provided in subdivision three of this section, a license shall be issued or renewed for a period of one year from the date of said statement. Any municipality, authorized to issue licenses pursuant to this article, which has a population not exceeding two thousand five hundred may, upon the approval of and pursuant to rules and regulations promulgated by the commissioner, establish a common renewal date for all such licenses. A license issued by a municipality that has established a common renewal date shall expire no later than the common renewal date prior to the expiration date of the rabies certificate for the dog being licensed.

(b) Application for a dog license shall be made to the clerk of the town or city or, in the counties of Nassau and Westchester, incorporated village in which the dog is harbored or to the village clerk of those villages in the county of Rockland with a population of fifteen thousand or more which have elected to accept applications pursuant to the provisions of this paragraph or to the village clerk of the village of Newark in the county of Wayne upon the election of the village of Newark pursuant to the provisions of this paragraph. Provided, however, that in the counties of Nassau and Westchester, the board of trustees of any incorporated village may by resolution provide that applications for licenses shall no longer be made to the village clerk, but to the clerk of the town in which the village is situated. If such resolution is approved by the town board of the town in which the village is situated, such resolution shall become effective not less than six months after a certified copy of such resolution of the village board and of the resolution of approval of the town board shall have been filed with the commissioner. Provided further, however, that in the county of Rockland, the board of trustees of any incorporated village with a population of fifteen thousand or more may by resolution provide that application for licenses shall be made to the village clerk. Provided further, however, that in the county of Wayne, the board of trustees of the village of Newark may by resolution provide that application for licenses shall be made to the village clerk. If such resolution is approved by the town or towns in which the village is located, it shall become effective not less than six months after a certified copy of such approved resolution shall have been filed with the commissioner. The governing body of any town or city or, in the counties of Nassau and Westchester, incorporated village or in the county of Rockland, those villages with a population of fifteen thousand or more which have so elected to accept applications or in the county of Wayne, the village of Newark if such village has so elected to accept applications may, on resolution of such body, authorize that such application be made to one or more named dog control officers of any such town, city or village. The issuance of any license by any such officer shall be under the control and supervision of the clerk. In the case of a seized dog being redeemed or a dog being otherwise obtained from a county animal shelter or pound, such application may be made to the county dog control officer in charge of such facility provided such officer has been authorized by the commissioner to accept such applications. In the case of a dog being redeemed or a dog being adopted from a

shelter or pound established, maintained or contracted for, pursuant to section one hundred fifteen of this article, such application may be made to the manager of such facility, provided such manager has been authorized by the commissioner to accept such application. Such authorization shall be requested by the governing body of the pound or shelter and the granting or denial of such authorization shall be in the discretion of the commissioner.

(c) The application shall state the sex, actual or approximate age, breed, color, and official identification number of the dog, and other identification marks, if any, and the name, address, telephone number, county and town, city or village of residence of the owner.

(d) The application shall be accompanied by the license fee prescribed by section one hundred ten of this article and a certificate of rabies vaccination or statement in lieu thereof, as required by subdivision three of this section. In the case of a spayed or neutered dog, every application shall also be accompanied by a certificate signed by a licensed veterinarian or an affidavit signed by the owner, showing that the dog has been spayed or neutered, provided such certificate or affidavit shall not be required if the same is already on file with the clerk or authorized dog control officer. In lieu of the spay or neuter certificate an owner may present a statement certified by a licensed veterinarian stating that he has examined the dog and found that because of old age or other reason, the life of the dog would be endangered by spaying or neutering. In such case, the license fee for the dog shall be the same as for a spayed or neutered dog as set forth in paragraph (a) of subdivision one of section one hundred ten of this article.

(e) Upon validation by the clerk, authorized dog control officer or authorized pound or shelter manager, the application shall become a license for the dog described therein. Once an application has been validated, no refund therefor shall be made.

(f) The clerk, authorized dog control officer or authorized pound or shelter manager shall: (i) provide a copy of the license to the owner; (ii) send, by the fifth day of the month following the month of license issuance, a copy of the license, or a report of the information contained therein, to the commissioner; and (iii) retain a record of the license in the manner prescribed by the commissioner. In addition, the authorized pound or shelter manager shall send, within forty-eight hours of validation, a copy of the license to the licensing municipality within which the dog is to be harbored.

(g) No license shall be transferable. Upon the transfer of ownership of any dog, the new owner shall immediately make application for a license for such dog.

(h) Notwithstanding the provisions of any general, special or local law, or any rule or regulation to the contrary, the clerk, authorized dog control officer or authorized pound or shelter manager in municipalities having a population of less than one hundred thousand shall send to the commissioner a copy of the validated license, or a report of the information therein, by the fifth day of the month following the month of license issuance. In addition, the authorized dog control officer or authorized pound or shelter manager in such municipalities shall, within five business days after the license has been validated, send a copy of the validated license to the licensing municipality in which the dog is to be harbored.

2. Purebred license. (a) The owner of one or more purebred dogs registered by a recognized registry association may annually make an application for a purebred

license, in lieu of or in addition to the individual licenses required by subdivision one of this section. A purebred license shall be valid for a period of one year beginning with the first day of the month following the date of issuance and shall be renewable annually thereafter prior to the expiration date.

(b) Such application shall be made to the person specified in paragraph (b) of subdivision one of this section.

(c) The application shall state the name, address and telephone number of the owner; the county and city, town or village where such dogs are harbored; the sex, breed, registry name and number of each purebred registered dog over the age of four months which is harbored on the premises; and the sex and breed of each purebred dog over the age of four months which is harbored on the premises and which is eligible for registration. The application shall also include a statement by the owner that all purebred dogs over the age of four months which are harbored on the premises have been listed.

(d) The application shall be accompanied by the license fee prescribed by section one hundred ten of this article and a certificate of rabies vaccination or statement in lieu thereof, as required by subdivision three of this section.

(e) Upon receipt of the foregoing items, the clerk or authorized dog control officer shall assign a license number, which shall be reserved for the sole use of the named owner, and shall issue a purebred license. Once a purebred license has been issued, no refund therefor shall be made.

(f) The clerk, authorized dog control officer or authorized pound or shelter manager shall: (i) provide a copy of the purebred license to the owner; (ii) send, by the fifth day of the month following the month of license issuance, a copy of the purebred license, or a report of the information contained therein, to the commissioner; and (iii) retain a record of the purebred license in the manner prescribed by the commissioner. In addition, the authorized dog control officer or authorized pound or shelter manager shall send, within forty-eight hours of validation, a copy of the license to the licensing municipality within which the dog is to be harbored.

(g) No purebred license shall be transferable. Upon change of ownership of any dog licensed under a purebred license, such dog shall become subject to the licensing provisions of subdivision one of this section, except when the new owner holds a valid purebred license.

(h) Notwithstanding the provisions of any general, special or local law, or any rule or regulation to the contrary, the clerk, authorized dog control officer or authorized pound or shelter manager in municipalities having a population of less than one hundred thousand shall send to the commissioner a copy of the validated license, or a report of the information contained therein, by the fifth day of the month following the month of license issuance. In addition, the authorized dog control officer or authorized pound or shelter manager in such municipalities shall, within five business days after the license has been validated, send a copy of the validated license to the licensing municipality within which the dog is to be harbored.

3. The clerk, authorized dog control officer or authorized pound or shelter manager, at the time of issuing any license pursuant to this article, shall require the applicant to present a statement certified by a licensed veterinarian showing that the dog or dogs have been vaccinated to prevent rabies or, in lieu thereof, a statement

certified by a licensed veterinarian stating that because of old age or other reason, the life of the dog or dogs would be endangered by the administration of vaccine. The clerk, authorized dog control officer or authorized pound or shelter manager shall make or cause to be made from such statement a record of such information as may be required by the commissioner and shall file such record with a copy of the license.

§ 110. License fees. 1. The license fee for each dog license issued pursuant to subdivision one of section one hundred nine of this article shall be:

(a) two dollars and fifty cents for each spayed or neutered dog and seven dollars and fifty cents for each unspayed or unneutered dog licensed for one year;

(b) five dollars for each spayed or neutered dog and fifteen dollars for each unspayed or unneutered dog licensed for two years;

(c) seven dollars and fifty cents for each spayed or neutered dog and twenty-two dollars and fifty cents for each unspayed or unneutered dog licensed for three years.

2. The annual fee for each purebred license issued pursuant to subdivision two of section one hundred nine of this article shall be:

(a) twenty-five dollars, if no more than ten registered purebred dogs or purebred dogs eligible for registration over the age of six months are harbored on the owner's premises at the time of the application;

(b) fifty dollars, if no more than twenty-five registered purebred dogs or purebred dogs eligible for registration over the age of six months are harbored on the premises at the time of application; or

(c) one hundred dollars, if more than twenty-five registered purebred dogs or purebred dogs eligible for registration over the age of six months are harbored on the premises at the time of application.

3. There shall be no fee for any license issued for any guide dog, hearing dog, service dog, war dog, working search dog, detection dog, police work dog or therapy dog. Each copy of any license for such dogs shall be conspicuously marked "Guide Dog," "Hearing Dog," "Service Dog", "Working Search Dog", "War Dog", "Detection Dog", "Police Work Dog," or "Therapy Dog", as may be appropriate, by the clerk or authorized dog control officer.

4. a. Any town or city or any village issuing licenses pursuant to the provisions of this article may, by local law or ordinance, set license fees in addition to those set by subdivisions one and two of this section, provided that the total fee for an unspayed or unneutered dog shall be at least five dollars more than the total fee for a spayed or neutered dog, and further provided that such additional fees shall not exceed, in the case of subdivision one of this section, ten dollars for each year or portion thereof for which a license is issued and, in the case of subdivision two of this section, twenty-five dollars. Such additional fees shall be the property of the municipality setting the same and shall be used only for controlling dogs and enforcing this article and any rule, regulation, or local law or ordinance adopted pursuant thereto, including subsidizing the spaying or neutering of dogs and any facility as authorized under section one hundred seventeen of this article used therefor, and subsidizing public humane education programs in responsible dog ownership.

b. Any town, city or village enacting the provisions of paragraph a of this subdivision may adopt a resolution exempting from the payment of such additional fees, dogs owned by one or more persons each of whom is sixty-five years of age or over.

c. In addition to the fee charged pursuant to subdivisions one and two of this section, any person applying for a dog license for a period of up to and including one year or purebred license shall pay a fee of three dollars for any dog four months of age or older which has not been spayed or neutered unless an owner presents with the license application a statement certified by a licensed veterinarian stating that he or she has examined the dog and found that because of old age or other reason, the life of the dog would be endangered by spaying or neutering. Provided, however, that the fee shall be six dollars in the case of an unspayed or unneutered dog licensed for a period of more than one and no more than two years and nine dollars in the case of an unspayed or unneutered dog licensed for a period of more than two and no more than three years, unless the owner presents with the license application a statement certified by a licensed veterinarian stating that because of old age or other reason, the life of the dog would be endangered by spaying or neutering. All fees collected pursuant to the provisions of this paragraph shall be forwarded by the commissioner to the state comptroller for deposit in the animal population control fund, created pursuant to section ninety-seven-xx of the state finance law and section one hundred seventeen-a of this article.

d. In addition to any other applicable fee, any person applying for a dog or purebred license for a dog identified as unlicensed during an enumeration conducted pursuant to subdivision seven of section one hundred fourteen of this article shall pay a fee of five dollars. Such additional fee shall be the property of the licensing municipality and shall be used to pay the expenses incurred by the municipality in conducting the enumeration. In the event the additional fees collected exceed the expenses incurred by the municipality in conducting an enumeration in any year, such excess fees may be used by the municipality for any other lawful purpose.

§ 111. Disposition of license fees. 1. (a) On or before the fifth day of each month, the clerk or authorized county dog control officer shall remit to the appropriate county financial officer forty-seven percent of all license fees, except those exempted by paragraphs a, b and c of subdivision four of section one hundred ten of this article, collected during the preceding month. The remittance shall be accompanied by a report of license sales made during said month. A copy of such report shall simultaneously be sent to the commissioner. The balance of such license fees shall be the property of the reporting municipality and shall be used only for controlling dogs and enforcing this article and any rule, regulation, or local law or ordinance adopted pursuant thereto, including subsidizing the spaying or neutering of dogs and any facility, as authorized under section one hundred seventeen of this article, used therefor, and subsidizing public humane education programs in responsible dog ownership.

(b) On or before the fifth day of each month, the authorized pound or shelter manager shall remit to the financial officer of the county within which the shelter is located, forty-seven percent of all license fees, except those exempted by paragraphs a, b and c of subdivision four of section one hundred ten of this article, collected

during the preceding month. The remittance shall be accompanied by a report of license sales made during said month. A copy of such report shall simultaneously be sent to the commissioner. The authorized pound or shelter manager shall remit the balance of such license fees to the financial officer of the licensing municipality within which the shelter is located. The fees remitted to the municipality shall be the property of that municipality and shall be used only for controlling dogs and enforcing this article and any rule, regulation, or local law or ordinance adopted pursuant thereto, including subsidizing the spaying or neutering of dogs and any facility, as authorized under section one hundred seventeen of this article, used therefor, and subsidizing public humane education programs in responsible dog ownership.

2. On the fifteenth day of each month, the county financial officer shall remit to the commissioner thirty-six percent of all license fees received by the county under this article. The moneys retained by the county shall be used for controlling dogs and enforcing this article and any rule, regulation, or local law or ordinance adopted pursuant thereto, including subsidizing the spaying or neutering of dogs and any facility, as authorized under section one hundred seventeen of this article, used therefor, and subsidizing public humane education programs in responsible dog ownership, and may also be used for the prevention and investigation of cruelty to animals.

3. On or before the first day of February in each year, the county financial officer shall apportion and pay to the appropriate financial officer of each town, city and village in the county, ratably to the annual remittance made to the county by such town, city or village, seventy-five percent of any portion of the moneys not expended by the county during the preceding calendar year for the purposes set forth in subdivision two of this section. Such moneys shall be used by the towns, cities and villages only for the purposes set forth in subdivision one of this section.

4. (a) The moneys received by the commissioner pursuant to subdivision two of this section shall be paid into the state treasury, and shall, so far as necessary, be appropriated annually by the legislature to the department to be used by the commissioner in supervising the enforcement of and in implementing this article and rules and regulations promulgated pursuant thereto, including, without limitation, the issuance of special identification tags for guide dogs, service dogs, hearing dogs and detection dogs. In addition, from such moneys paid into the state treasury, the legislature shall appropriate annually to the New York State Veterinary College at Cornell a sum equivalent to ten cents for each dog license issued for a period of up to and including one year, a sum equivalent to twenty cents for each dog license issued for a period of more than one and no more than two years and a sum equivalent to thirty cents for each dog license issued for a period of more than two and no more than three years, to be used by the college to conduct studies into diseases of dogs and to search for and study viruses that affect man and animals, or to study and develop a pharmaceutical contraceptive for dogs.

(b) The commissioner shall also remit to the state treasury the moneys received by him pursuant to the dog license law of the city of New York (section eight-a of chapter one hundred fifteen of the laws of eighteen hundred ninety-four, as added by chapter one thousand two of the laws of nineteen hundred seventy). Such moneys shall be

appropriated annually by the legislature to the veterinary college for the purposes set forth in paragraph (a) above.

(c) The expenditure of moneys from license fees appropriated to support research conducted at the New York State College of Veterinary Medicine at Cornell into canine diseases affecting humans and animals shall not exceed the annual revenues obtained from fees received under this section for such purposes.

5. (a) On or before the fifteenth day of each month, the clerk of any city, town or village located in Nassau county where licenses are validated or issued pursuant to this article shall remit directly to the commissioner sixteen and ninety-two hundredths percent of all license fees collected during the preceding month, except the fees exempted by subdivision four of section one hundred ten of this article. The remittance shall be accompanied by a report of license sales made during such preceding month.

(b) The remaining eighty-three and eight hundredths percent of such license fees shall be the property of the reporting municipality and shall be used only for controlling dogs and enforcing the provisions of this article and any rule or regulation, or local law or ordinance adopted pursuant thereto, including subsidizing the spaying or neutering of dogs and any facility, as authorized under section one hundred seventeen of this article, used therefor, and subsidizing public humane education programs in responsible dog ownership.

(c) On or before the fifth day of each month, the authorized pound or shelter manager of each pound or shelter located in Nassau county shall remit directly to the commissioner sixteen and ninety-two hundredths percent of all license fees collected during the preceding month, except the fees exempted by subdivision four of section one hundred ten of this article. The remittance shall be accompanied by a report of license sales made during such preceding month.

(d) On or before the fifth day of the month, the authorized pound or shelter manager shall remit to the financial officer of the licensing municipality within which the shelter is located, the remaining license fees collected during the preceding month, including those collected pursuant to subdivision four of section one hundred ten of this chapter. Such fees shall be the property of the municipality and shall be used only for controlling dogs and enforcing this article and any rule, regulation, or local law or ordinance adopted pursuant thereto, including subsidizing the spaying or neutering of dogs and any facility, as authorized under section one hundred seventeen of this article, used therefor, and subsidizing public humane education programs in responsible dog ownership.

6. Notwithstanding any other provision in this article, on or before the fifth day of each month, all clerks and authorized county dog control officers and authorized pound and shelter managers shall remit to the commissioner all moneys they received during the preceding month pursuant to paragraph c of subdivision four of section one hundred ten of this article. The remittance shall be accompanied by a report of license sales to persons who paid the additional three dollar license fee. Such report shall also contain such other information as the commissioner may require by rule or regulation.

§ 112. Identification of dogs. 1. Each dog licensed pursuant to subdivision one of section one hundred nine of this article shall be assigned, at the time the dog is first licensed, a permanent official identification number. Such identification number shall be carried by the dog on an identification tag which shall be affixed to a collar on the dog at all times, provided that a dog participating in a dog show shall be exempt from this requirement during such participation.

2. The official identification number shall constitute the official identification of the dog to which it is assigned, regardless of changes of ownership, and the number shall not be reassigned to any other dog during the lifetime of the dog to which it is assigned.

3. At the time a dog is first licensed, one identification tag shall be furnished to the owner at no charge. Any replacement tag shall be obtained by the owner at his expense at a fee and in a manner prescribed by the commissioner.

4. No tag carrying an official identification number shall be affixed to the collar of any dog other than the one to which that number has been assigned.

5. The holder of a purebred license may procure, at his expense, any number of tags imprinted with the same number as the purebred license. One such tag shall be affixed to the collar of each dog harbored pursuant to the purebred license at all times, provided that a dog participating in a dog show shall be exempt from this requirement during such participation. Such a tag shall be affixed only to the collar of a dog owned by the holder of the purebred license and harbored on his premises.

6. The shape, size and form of imprints on identification tags and purebred license tags shall be prescribed by the commissioner, and any tag bearing an imprint other than that prescribed shall not constitute valid identification for the purposes of this article.

7. The applicant for a license for any guide dog, service dog, hearing dog or detection dog may procure a special tag for identifying such dog. This special tag shall be in addition to the identification tag required by subdivision one of this section. The commissioner shall prescribe the shape, size, color, and form of imprint of the tag which shall be a different color and shape than the official identification tag. Upon application, the commissioner shall furnish such tags without payment of a fee.

8. Fees received by the department pursuant to this section shall be deposited in an account within the miscellaneous special revenue fund.

§ 113. Change of ownership; lost or stolen dog. 1. In the event of a change in the ownership of any dog which has been assigned an official identification number or in the address of the owner of record of any such dog, the owner of record shall, within ten days of such change, file with the commissioner a written report of such change. Such owner of record shall be liable for any violation of this article until such filing is made or until the dog is licensed in the name of the new owner.

2. If any dog which has been assigned an official identification number is lost or stolen, the owner of record shall, within ten days of the discovery of such loss or theft file with the commissioner a written report of such loss or theft. In the case of a loss or theft, the owner of record of any such dog shall not be liable for any violation of this article committed after such report is filed.

3. In the case of a dog's death, the owner of record shall so notify the commissioner either prior to renewal of licensure or upon the time of such renewal as set forth in subdivision one of section one hundred nine of this chapter. Until such time that the commissioner files such information with the central registry of official identification numbers, said number shall not be reassigned. Failure to notify the commissioner of the death of a dog as so required herein shall constitute a violation and the owner of record shall be held liable.

§ 114. Dog control officers. 1. Each town and city, and each village in which licenses are issued, shall appoint, and any other village and any county may appoint, one or more dog control officers for the purpose of assisting, within the appointing municipality, with the control of dogs and the enforcement of this article and rules and regulations promulgated pursuant thereto.

2. In lieu of or in addition to the appointment of a dog control officer or officers, any town or city, or any village in which licenses are issued shall, and any other village and any county may, contract for dog control officer services with any other municipality or with any incorporated humane society or similar incorporated dog protective association, or shall appoint, jointly with one or more other municipalities, one or more dog control officers having jurisdiction in each of the cooperating municipalities.

3. The commissioner may appoint as many state dog control officers as he deems necessary to supervise the provisions of this article and any rules and regulations adopted pursuant thereto.

4. Every dog control officer shall have the power to issue an appearance ticket pursuant to section 150.20 of the criminal procedure law, to serve a summons and to serve and execute any other order or process in the execution of the provisions of this article. In addition, any dog control officer or any peace officer, when acting pursuant to his special duties, or police officer, who is authorized by a municipality to assist in the enforcement of this article may serve any process, including an appearance ticket, a uniform appearance ticket and a uniform appearance ticket and simplified information, related to any proceeding, whether criminal or civil in nature undertaken in accord with the provisions of this article or any local law or ordinance promulgated pursuant thereto.

5. 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. Such record shall include, but not be limited to, a description of the dog, the date and hour of seizure, the official identification number of such dog, if any, the location where seized, the reason for seizure, and the owner's name and address, if known.

6. Every dog control officer shall file and maintain, in the manner prescribed by the commissioner, such records as may be required by this article or rules and regulations promulgated pursuant thereto, and shall make such reports to the commissioner as may be required thereby.

7. The governing body of any municipality in which licenses are issued, may, either individually or in cooperation with other municipal entities, require its dog control officer or animal control officer or any other authorized agent to ascertain and list

the names of all persons in the municipality owning or harboring dogs, or in lieu thereof, such municipality may contract to have the same done.

§ 115. Pounds and shelters. 1. Each town and city, and each village in which licenses are issued shall, and any other village and any county may, establish and maintain a pound or shelter for dogs.

2. In lieu of or in addition to establishing and maintaining such pound or shelter, any town or city, or any village in which licenses are issued shall, and any other village and any county may, contract for pound or shelter services with any other municipality or with any incorporated humane society or similar incorporated dog protective association, or shall establish and maintain, jointly or with one or more other municipalities, a pound or shelter.

§ 116. Funds expended by municipality for services. No municipality shall be required to expend in any calendar year for dog control officer and pound or shelter services undertaken pursuant to this article, an amount of money greater than it receives during such year pursuant to this article and any local law or ordinance enacted pursuant thereto.

§ 117. Spaying and neutering facilities authorized. 1. Any municipality may, by local law or ordinance, provide for the establishment and operation of a facility to provide services for the alteration of the reproductive capacity through spaying or neutering of dogs and cats owned by the residents thereof.

2. Any animal which is presented at such facility for alteration must be accompanied by a notarized authorization signed by the owner thereof consenting to such alteration and agreeing to hold the municipality, its agents, servants and employees harmless for any damages arising therefrom or incidental thereto.

3. Any municipality enacting a local law or ordinance as authorized by this section shall further provide for the regulation of such facility with respect to the terms and conditions, including compensation, under which any animal will be maintained while the animal remains in the custody of the facility.

4. In no event shall any of the moneys or fees derived from, or collected pursuant to, the provisions of this article except as provided in paragraph c of subdivision four of section one hundred ten of this article and section one hundred seventeen-a of this article be used to subsidize the spaying or neutering of cats.

§ 117-a. Animal population control program. 1. The department shall establish and implement an animal population control program. The purpose of this program shall be to reduce the population of unwanted and stray dogs and cats thereby reducing potential threats to public health and safety posed by the large population of these animals. This program shall seek to accomplish its purpose by encouraging residents of New York state who are the owners of dogs and cats to have them spayed or neutered by providing low-cost spaying and neutering services to such owners meeting the criteria enumerated in subdivision two of this section. The department shall use its best efforts to encourage every adoption facility that

qualifies for participation in the low-cost spay-neuter program to do so to the maximum possible extent.

2. In order to be eligible to participate in the animal population control program, and therefore, be entitled to the low-cost spay/neuter services provided for herein, an owner of a dog or cat shall be a resident of New York state and shall submit proof to a veterinarian participating in the program as follows:

(a) in the form of an adoption agreement that their dog or cat was adopted from a pound, shelter, duly incorporated society for the prevention of cruelty to animals, humane society or dog or cat protective association; or

(b) proof of participation in at least one of the following:

(i) the food stamp program authorized pursuant to 7 U.S.C. 2011, et seq.;

(ii) the supplemental security income for the aged, blind and disabled program authorized pursuant to 42 U.S.C. 1381 et seq.;

(iii) the low income housing assistance program authorized pursuant to 42 U.S.C. 1437(f);

(iv) the Family Assistance program authorized pursuant to title ten of article five of the social services law;

(v) the Safety Net Assistance program authorized pursuant to title three of article five of the social services law;

(vi) the program of Medical Assistance authorized pursuant to title eleven of article five of the social services law; or

(vii) the food assistance program authorized pursuant to subdivision ten of section ninety-five of the social services law; and

(c) in any city, town, village, or county which has enacted a local law or ordinance requiring spay/neuter of all dogs and cats prior to adoption from shelters, pounds, duly incorporated societies for the prevention of cruelty to animals, humane societies and duly incorporated dog or cat protective associations within such city, town, village or county, eligibility for participation in the animal population control program shall be determined based solely on the provisions of paragraph (b) of this subdivision.

2-a. Notwithstanding the provisions of paragraph (a) of subdivision two of this section, no resident, otherwise qualified pursuant to such paragraph, shall be entitled to participate in the low cost spay/neuter program implemented by this section if the animal to be spayed or neutered:

(a) was imported or caused to be imported from outside the state;

(b) was adopted from an otherwise qualifying pound, shelter, duly incorporated society for the prevention of cruelty to animals, humane society or dog or cat protective association which included the cost of a spaying or neutering procedure in the cost of the adoption;

(c) was spayed or neutered by an otherwise eligible veterinarian who is employed by otherwise qualifying pounds, shelters, duly incorporated societies for the prevention of cruelty to animals, humane societies or dog or cat protective associations except to the extent that they shall have performed spay/neuter procedures in excess of the number of such procedures done upon animals adopted from such facility during nineteen hundred ninety-four; or

(d) was adopted from any facility that as a condition of adoption, required or encouraged the utilization of a specific veterinarian or veterinary facility to perform

such spay or neuter procedure. The establishment of such conditions by a facility shall constitute grounds for the disqualification of such facility to participate in the program. Nothing contained in this section shall be construed as precluding a facility from informing a person adopting an animal of the identity of those participating veterinarians in the vicinity of such facility in addition to providing them with the voucher provided under this section and any accompanying materials.

3. Any person submitting a dog or cat for spaying or neutering pursuant to the provisions of this section shall:

(a) Furnish any licensed veterinarian of this state participating in the program with proof that the owner meets the eligibility criteria pursuant to the provisions of subdivisions two and two-a of this section;

(b) Sign a consent form certifying that the person is the owner of the dog or cat or is authorized by the owner to present the dog or cat for the procedure;

(c) Pay a fee of thirty dollars to the veterinarian participating in the program if such dog or cat was adopted from a duly incorporated pound, shelter, duly incorporated society for the prevention of cruelty to animals, humane society or duly incorporated dog or cat protective association, or pay a fee of twenty dollars to the veterinarian participating in the program if such person participates in any of the programs enumerated in paragraph (b) of subdivision two of this section. When eligibility to participate in the animal population control program is based upon participation in a program enumerated in paragraph (b) of subdivision two of this section, the department shall issue vouchers to dog and cat owners upon provision of requisite proof required under paragraph (b) of subdivision two of this section and in accordance with any rules and regulations promulgated by the commissioner.

4. (a) Any licensed veterinarian of this state including, but not limited to, licensed veterinarians working at municipal facilities which provide dog and cat spaying and neutering services, other than with respect to animals who would not be eligible pursuant to subdivision two-a of this section may participate in the program upon filing with the commissioner an application therefor, on forms prescribed by the commissioner, which application shall certify, in addition to any other information requested by the commissioner, an animal sterilization fee schedule listing the fees charged for spaying and neutering in the normal course of business and for the presurgical immunization of dogs against distemper, hepatitis, leptospirosis, parvovirus and rabies, or if deemed necessary for the presurgical immunization of cats against feline panleukopenia, calici, pneumonitis, rhinotracheitis and rabies, as the case may be on the first day of January two thousand one and the first day of January each third year thereafter and the number of spay/neuter procedures done by such facility during such period. Additionally, such licensed veterinarian shall certify that the fees charged for procedures and vaccinations for which reimbursement is sought are equal to or less than the lowest fees charged to a private client for such procedures during the previous year. The veterinarian shall also provide the name of the veterinarian, animal hospital, veterinary clinic or other entity to which such reimbursement is to be made. These fees may vary with the animal's weight, sex and species. The commissioner may, however, disqualify from participation in the program any veterinarian whose fees are deemed unreasonable. Nothing contained in this subdivision shall limit the right of the state education

department to undertake such actions as it may deem necessary to enforce the provisions of article one hundred thirty-five of the education law. (b) Licensed veterinarians of this state participating in the program shall provide, if deemed necessary, for the presurgical immunization of dogs against distemper, hepatitis, leptospirosis, parvovirus and rabies, or if deemed necessary, for the presurgical immunization of cats against feline panleukopenia, calici, pneumonitis, rhinotracheitis and rabies, as the case may be. Charges for such services to the owner or person submitting the dog or cat for spaying or neutering shall be no more than fifty percent of the amount certified pursuant to paragraph (a) of this subdivision. In addition to other reimbursement to which a licensed veterinarian may be entitled under this section, a veterinarian may seek reimbursement for expenses incurred as a direct result of extraordinary circumstances which occurred during the course of a spay/neuter procedure up to an amount approved by the department which shall not exceed twenty percent of such veterinarian's fee for performing such procedure.

(c) The state comptroller upon the submission of vouchers by the commissioner shall, to the extent that monies are available from the animal population control fund, reimburse participating veterinarians for eighty percent of the balance of the fee charged pursuant to paragraph (a) of this subdivision, and after deducting that portion of the fee already paid to the veterinarian by those persons participating in the program pursuant to paragraph (c) of subdivision three of this section, for each animal spaying and neutering procedure administered after the submission to the commissioner of an animal sterilization certificate, prescribed by the commissioner, signed by the veterinarian and the owner of the animal or person authorized by the owner, for each spaying and neutering procedure performed in conjunction with the animal population control program. Notwithstanding the foregoing provisions, the state comptroller shall not reimburse veterinarians for any voucher which shall have been issued by the commissioner more than one year prior to the date upon which it is submitted to the commissioner unless the commissioner shall indicate good cause for the payment of such voucher. If the moneys are not immediately available from such fund, the commissioner shall give priority to approving reimbursement to participating veterinarians from counties from which the amount of fees deposited in such fund, after taking into consideration the administrative expenses to which the department is entitled, exceeds the money paid out to participating veterinarians in such counties. The participating veterinarian shall submit to the commissioner within sixty days of each animal spaying and neutering procedure an animal sterilization certificate for the purposes of reimbursement. Notwithstanding the provisions of this paragraph, the commissioner shall not approve reimbursement to municipal facilities, not-for-profit organizations, pounds, shelters, duly incorporated societies for the prevention of cruelty to animals, humane societies or dog or cat protective associations except to the extent that they shall have performed spay/neuter procedures in excess of the number of such procedures done by it during nineteen hundred ninety-four.

5. The commissioner may solicit and accept funds from any public or private source to help carry out the provisions of this section.

6. All fees collected pursuant to this section and paragraph c of subdivision four of section one hundred ten of this article shall be deposited in a miscellaneous special

revenue fund known as the animal population control fund. An amount not to exceed fifteen percent of the balance of the fund at the beginning of each fiscal year, following appropriation by the legislature and allocation by the director of the budget, shall be available for the purposes of implementation and promotion of the program. Such promotion shall include educating the public about the benefits associated with spaying and neutering. The remaining monies shall be used exclusively for the reimbursement to participating veterinarians pursuant to paragraph (b) of subdivision four of this section.

7. The commissioner shall, in consultation with such professional organizations as the commissioner deems appropriate, develop a list of veterinarians approved by the commissioner to participate in the low-cost spay/neuter program who provide care, including, but not limited to, spay/neuter procedures, to dogs and cats. Any otherwise qualifying pound, shelter, duly incorporated society for the prevention of cruelty to animals, humane society, or dog or cat protective association shall distribute such list of approved veterinarians to persons adopting a dog or a cat as a precondition to reimbursement under the low-cost spay/neuter program established in this section. In addition to such distribution, such pound, shelter, duly incorporated society for the prevention of cruelty to animals, humane society or dog or cat protective association shall not discriminate against any veterinarian on such list or directly or indirectly require, direct or recommend the utilization or non-utilization of any such veterinarian for any procedure for which reimbursement is to be sought under this program. Such discrimination may, in the discretion of the commissioner, constitute grounds for the revocation of the right of such facility to participate in the program.

§ 118. Seizure of dogs; redemption periods; impoundment fees; adoption.

1. Any dog control officer or peace officer, acting pursuant to his special duties, or police officer in the employ of or under contract to a municipality shall seize:

- (a) any dog which is not identified and which is not on the owner's premises; and
- (b) any dog which is not licensed, whether on or off the owner's premises.
- (c) any licensed dog which is not in the control of its owner or custodian or not on the premises of the dog's owner or custodian, if there is probable cause to believe the dog is a dangerous dog.
- (d) any dog which poses an immediate threat to the public safety.

Promptly upon seizure the dog control officer shall commence a proceeding as provided for in subdivision two of section one hundred twenty-one of this article.

2. Any dog control officer or peace officer, acting pursuant to his special duties, or police officer in the employ of or under contract to a municipality may seize any dog in violation of any local law or ordinance relating to the control of dogs, adopted by any municipality pursuant to the provisions of this article.

3. Each dog seized in accordance with the provisions of this article shall be properly sheltered, fed and watered for the redemption period as hereinafter provided.

4. Each dog which is not identified, whether or not licensed, shall be held for a period of five days from the day seized during which period the dog may be redeemed by its owner, provided that such owner produces proof that the dog has been licensed and has been identified pursuant to the provisions of this article and further provided that the owner pays the following impoundment fees:

- (a) ten dollars for the first impoundment of any dog owned by that person;
- (b) twenty dollars for the first twenty-four hours or part thereof and three dollars for each additional twenty-four hours or part thereof for the second impoundment, within one year of the first impoundment, of any dog owned by that person; or
- (c) thirty dollars for the first twenty-four hours or part thereof and three dollars for each additional twenty-four hours or part thereof for the third and subsequent impoundments, within one year of the first impoundment, of any dog owned by that person.

The impoundment fees set forth in paragraphs (a), (b) and (c) of this subdivision notwithstanding, any municipality may set by local law or ordinance such fees in any amount.

5. All impoundment fees shall be the property of the municipality to which they are paid and shall be used only for controlling dogs and enforcing this article and any rule, regulation, or local law or ordinance adopted pursuant thereto, including subsidizing the spaying or neutering of dogs and any facility as authorized under section one hundred seventeen of this article used therefor, and subsidizing public humane education programs in responsible dog ownership.

6. Promptly upon seizure of any identified dog, the owner of record of such dog shall be notified personally or by certified mail, return receipt requested, of the facts of seizure and the procedure for redemption. If notification is personally given, such dog shall be held for a period of seven days after day of notice, during which period the dog may be redeemed by the owner. If such notification is made by mail, such dog shall be held for a period of nine days from the date of mailing, during which period the dog may be redeemed by the owner. In either case, the owner may redeem such dog upon payment of the impoundment fees prescribed by subdivision four of this section and by producing proof that the dog has been licensed.

* 7. An owner shall forfeit title to any dog unredeemed at the expiration of the appropriate redemption period, and the dog shall then be made available for adoption or euthanized subject to the provisions of subdivisions two-a, two-b, two-c, two-d, and two-e of section three hundred seventy-four of this chapter. Provided that no dog in the custody of a pound or shelter shall be delivered for adoption unless it has been licensed pursuant to the provisions of this article prior to its release from the custody of a pound or shelter. Any municipality may by local law or ordinance establish additional conditions for adoption including the requirement that adopted dogs shall be spayed or neutered before or after release from custody upon such terms and conditions as the municipality may establish.

* NB Effective until October 9, 2010

* 7. An owner shall forfeit title to any dog unredeemed at the expiration of the appropriate redemption period, and the dog shall then be made available for adoption or euthanized subject to subdivisions six, eight and nine of this section and subject to the provisions of section three hundred seventy-four of this chapter. Provided that no dog in the custody of a pound or shelter shall be delivered for adoption unless it has been licensed pursuant to the provisions of this article prior to its release from the custody of a pound or shelter. Any municipality may by local law or ordinance establish additional conditions for adoption including the requirement that adopted dogs shall be spayed or neutered before or after release from custody upon such terms and conditions as the municipality may establish.

* NB Effective October 9, 2010

* 7-a. Any dog or cat in the custody of a pound or shelter shall be made available for adoption or euthanized subject to the provisions of subdivisions two-a, two-b, two-c, two-d, and two-e of section three hundred seventy-four of this chapter after the time for redemption has expired.

* NB Effective until October 9, 2010

* 7-a. Any dog or cat in the custody of a pound or shelter shall be made available for adoption or euthanized subject to subdivisions six, eight and nine of this section and subject to the provisions of section three hundred seventy-four of this chapter after the time for redemption has expired.

* NB Effective October 9, 2010

8. The redemption periods set forth above in this section notwithstanding, any municipality may establish the duration of such periods by local law or ordinance, provided that no such period shall be less than three days, except that where notice to the owner is given by mail, no such period shall be less than seven days.

9. Any dog, owned by a resident of any city having a population of over two million or by a non-resident of this state, seized and impounded pursuant to the provisions of this article, and whose owner can be identified, shall be subject to subdivision six of this section. If the dog is licensed pursuant to the provisions of law of the area of the owner's residence, the licensing requirements of this article shall not apply provided such dog is not harbored within this state outside any city having a population of over two million for a period exceeding thirty days.

10. The seizure of any dog shall not relieve any person from any violation provided for by section one hundred nineteen of this article.

11. No liability in damages or otherwise shall be incurred on account of the seizure, euthanization or adoption of any dog pursuant to the provisions of this article.

§ 119. Violations. 1. It shall be a violation, punishable as provided in subdivision two of this section, for:

- (a) any owner to fail to license any dog;
- (b) any owner to fail to have any dog identified as required by this article;
- (c) any person to knowingly affix to any dog any false or improper identification tag, special identification tag for identifying guide, service or hearing dogs or purebred license tag;
- (f) any owner or custodian of any dog to fail to confine, restrain or present such dog for any lawful purpose pursuant to this article;
- (g) any person to furnish any false or misleading information on any form required to be filed with any municipality or the commissioner pursuant to the provisions of this article or rules and regulations promulgated pursuant thereto;
- (h) the owner or custodian of any dog to fail to exercise due diligence in handling his or her dog if the handling results in harm to another dog that is a guide, hearing or service dog.

2. It shall be the duty of the dog control officer of any municipality to bring an action against any person who has committed within such municipality any violation set forth in subdivision one of this section. Any municipality may elect either to prosecute such action as a violation under the penal law or to commence an action to recover a civil penalty. A violation of this section shall be punishable, subject to such an election, either:

(a) where prosecuted pursuant to the penal law, by a fine of not more than twenty-five dollars, except that (i) where the person was found to have violated this section or former article seven of this chapter within the preceding five years, the fine may be not more than fifty dollars, and (ii) where the person was found to have committed two or more such violations within the preceding five years, it shall be punishable by a fine of not more than one hundred dollars or imprisonment for not more than fifteen days, or both; or

(b) where prosecuted as an action to recover a civil penalty, by a civil penalty of not more than twenty-five dollars, except that (i) when the person was found to have violated this section or former article seven of this chapter within the preceding five years, the civil penalty may be not more than fifty dollars, and (ii) where the person was found to have committed two or more such violations within the preceding five years, the civil penalty may be not more than one hundred dollars.

3. A defendant charged with a violation of any provision of this article or any local law or ordinance promulgated pursuant thereto may himself plead guilty to the charge in open court. He may also submit to the magistrate having jurisdiction, in person, by duly authorized agent, or by registered mail, a statement (a) that he waives arraignment in open court and the aid of counsel, (b) that he pleads guilty to the offense charged, (c) that he elects and requests that the charge be disposed of and the fine or penalty fixed by the court, (d) of any explanation that he desires to make concerning the offense charged, and (e) that he makes all statements under penalty of perjury. Thereupon the magistrate may proceed as though the defendant

had been convicted upon a plea of guilty in open court, provided however, that any imposition of fine or penalty hereunder shall be deemed tentative until such fine or penalty shall have been paid and discharged in full. If upon receipt of the aforesaid statement the magistrate shall deny the same, he shall thereupon notify the defendant of this fact, and that he is required to appear before the said magistrate at a stated time and place to answer the charge which shall thereafter be disposed of pursuant to the applicable provisions of law.

4. Any person who shall violate any other provision of this article or rules and regulations promulgated pursuant thereto shall be subject to the penalty provisions of sections thirty-nine and forty of this chapter, but not section forty-one of this chapter. Such violations shall include, but not be limited to, the following:

(a) failure of any owner of record to notify the commissioner of any change of ownership or address as required by section one hundred thirteen of this article;

(b) failure of any person to perform any other duty or carry out any other requirement imposed pursuant to the provisions of this article or the rules and regulations promulgated pursuant thereto. Each day that failure continues shall constitute a separate violation.

5. For the purpose of participating in the "animal population control program" established under section one hundred seventeen-a of this article, it shall be a violation punishable as provided in subdivision six of this section, for:

(a) any person to falsify proof of adoption from a pound, shelter, duly incorporated society for the prevention of cruelty to animals, humane society or dog or cat protective association or to falsify proof of participation in any of the programs enumerated in paragraph (b) of subdivision two of section one hundred seventeen-a of this article;

(b) any person to furnish any licensed veterinarian of this state with inaccurate information concerning his or her residency or the ownership of an animal or such person's authority to submit an animal for a spaying or neutering procedure pursuant to section one hundred seventeen-a of this article or to knowingly furnish the department or any licensed veterinarian of this state with inaccurate information concerning his or her participation in any of the programs enumerated in paragraph (b) of subdivision two of section one hundred seventeen-a of this article;

(c) any licensed veterinarian to furnish the commissioner with false information concerning an animal sterilization fee schedule or an animal sterilization certificate submitted pursuant to subdivision four of section one hundred seventeen-a of this article.

6. Any person or veterinarian who violates the provisions of subdivision five of this section or any rule or regulation promulgated by the commissioner to carry out the provisions of section one hundred seventeen-a of this article shall be subject to a fine of not more than two hundred fifty dollars where prosecuted pursuant to the penal law, or where prosecuted as an action to recover a civil penalty of not more than two hundred fifty dollars.

7. Any person who intentionally refuses, withholds, or denies a person, because they are accompanied by an on-duty police work dog, working search, war, or detection dog as defined in section one hundred eight of this article, any accommodations, facilities, or privileges thereof shall be subject to a civil penalty of

up to two hundred dollars for the first violation and up to four hundred dollars for each subsequent violation.

§ 120. Disposition of fines. Notwithstanding any other provision of law, all moneys collected as fines or penalties by any municipality as a result of any prosecution for violations of the provisions of this article or any local law or ordinance and all bail forfeitures by persons charged with such violations shall be the property of the municipality and shall be paid to the financial officer of such municipality. Such moneys shall be used only for controlling dogs and enforcing this article and any rule, regulation, or local law or ordinance adopted pursuant thereto, including subsidizing the spaying or neutering of dogs and any facility as authorized under section one hundred seventeen of this article used therefor, and subsidizing public humane education programs in responsible dog ownership.

§ 121. Dangerous dogs. 1. Any person who witnesses an attack or threatened attack, or in the case of a minor, an adult acting on behalf of such minor, may make a complaint of an attack or threatened attack upon a person, companion animal, farm animal as defined in subdivision twenty-four of section one hundred eight of this article, or a domestic animal as defined in subdivision seven of section one hundred eight of this article to a dog control officer or police officer of the appropriate municipality. Such officer shall immediately inform the complainant of his right to commence a proceeding as provided in subdivision two of this section and, if there is reason to believe the dog is a dangerous dog, the officer shall forthwith commence such proceeding himself.

2. Any person who witnesses an attack or threatened attack, or in the case of a minor, an adult acting on behalf of such minor, may, and any dog control officer or police officer as provided in subdivision one of this section shall, make a complaint under oath or affirmation to any municipal judge or justice of such attack or threatened attack. Thereupon, the judge or justice shall immediately determine if there is probable cause to believe the dog is a dangerous dog and, if so, shall issue an order to any dog control officer, peace officer, acting pursuant to his special duties, or police officer directing such officer to immediately seize such dog and hold the same pending judicial determination as provided in this section. Whether or not the judge or justice finds there is probable cause for such seizure, he shall, within five days and upon written notice of not less than two days to the owner of the dog, hold a hearing on the complaint. The petitioner shall have the burden at such hearing to prove the dog is a "dangerous dog" by clear and convincing evidence. If satisfied that the dog is a dangerous dog, the judge or justice shall then order neutering or spaying of the dog, microchipping of the dog and one or more of the following as deemed appropriate under the circumstances and as deemed necessary for the protection of the public:

(a) evaluation of the dog by a certified applied behaviorist, a board certified veterinary behaviorist, or another recognized expert in the field and completion of training or other treatment as deemed appropriate by such expert. The owner of the dog shall be responsible for all costs associated with evaluations and training ordered under this section;

(b) secure, humane confinement of the dog for a period of time and in a manner deemed appropriate by the court but in all instances in a manner designed to: (1) prevent escape of the dog, (2) protect the public from unauthorized contact with the dog, and (3) to protect the dog from the elements pursuant to section three hundred fifty-three-b of this chapter. Such confinement shall not include lengthy periods of tying or chaining;

(c) restraint of the dog on a leash by an adult of at least twenty-one years of age whenever the dog is on public premises;

(d) muzzling the dog whenever it is on public premises in a manner that will prevent it from biting any person or animal, but that shall not injure the dog or interfere with its vision or respiration; or

(e) maintenance of a liability insurance policy in an amount determined by the court, but in no event in excess of one hundred thousand dollars for personal injury or death resulting from an attack by such dangerous dog.

3. Upon a finding that a dog is dangerous, the judge or justice may order humane euthanasia or permanent confinement of the dog if one of the following aggravating circumstances is established at the judicial hearing held pursuant to subdivision two of this section:

(a) the dog, without justification, attacked a person causing serious physical injury or death; or

(b) the dog has a known vicious propensity as evidenced by a previous unjustified attack on a person, which caused serious physical injury or death; or

(c) the dog, without justification, caused serious physical injury or death to a companion animal, farm animal or domestic animal, and has, in the past two years, caused unjustified physical injury or death to a companion or farm animal as evidenced by a "dangerous dog" finding pursuant to the provisions of this section. An order of humane euthanasia shall not be carried out until expiration of the thirty day period provided for in subdivision five of this section for filing a notice of appeal, unless the owner of the dog has indicated to the judge in writing, his or her intention to waive his or her right to appeal. Upon filing of a notice of appeal, the order shall be automatically stayed pending the outcome of the appeal.

4. A dog shall not be declared dangerous if the court determines the conduct of the dog (a) was justified because the threat, injury or damage was sustained by a person who at the time was committing a crime or offense upon the owner or custodian of the dog or upon the property of the owner or custodian of the dog; (b) was justified because the injured, threatened or killed person was tormenting, abusing, assaulting or physically threatening the dog or its offspring, or has in the past tormented, abused, assaulted or physically threatened the dog or its offspring; (c) was justified because the dog was responding to pain or injury, or was protecting itself, its owner, custodian, or a member of its household, its kennels or its offspring; or was justified because the injured, threatened or killed companion animal, farm animal or domestic animal was attacking or threatening to attack the dog or its offspring. Testimony of a certified applied behaviorist, a board certified veterinary behaviorist, or another recognized expert shall be relevant to the court's determination as to whether the dog's behavior was justified pursuant to the provisions of this subdivision.

5. (a) The owner of a dog found to be a "dangerous dog" pursuant to this section may appeal such determination, and/or the court's order concerning disposition of the dog to the court having jurisdiction to hear civil appeals in the county where the "dangerous dog" finding was made. The owner shall commence such appeal by filing a notice of appeal with the appropriate court within thirty days of the final order pursuant to this section. Court rules governing civil appeals in the appropriate jurisdiction shall govern the appeal of a determination under this section.

(b) Upon filing a notice of appeal from an order of humane euthanasia pursuant to this section, such order shall be automatically stayed pending final determination of any appeal. In all other circumstances, the owner of the dog may make application to the court to issue a stay of disposition pending determination of the appeal.

6. The owner of a dog who, through any act or omission, negligently permits his or her dog to bite a person, service dog, guide dog or hearing dog causing physical injury shall be subject to a civil penalty not to exceed four hundred dollars in addition to any other applicable penalties.

7. The owner of a dog who, through any act or omission, negligently permits his or her dog to bite a person causing serious physical injury shall be subject to a civil penalty not to exceed one thousand five hundred dollars in addition to any other applicable penalties. Any such penalty may be reduced by any amount which is paid as restitution by the owner of the dog to the person or persons suffering serious physical injury as compensation for unreimbursed medical expenses, lost earnings and other damages resulting from such injury.

8. The owner of a dog who, through any act or omission, negligently permits his or her dog, which had previously been determined to be dangerous pursuant to this article, to bite a person causing serious physical injury, shall be guilty of a misdemeanor punishable by a fine of not more than three thousand dollars, or by a period of imprisonment not to exceed ninety days, or by both such fine and imprisonment in addition to any other applicable penalties. Any such fine may be reduced by any amount which is paid as restitution by the owner of the dog to the person or persons suffering serious physical injury as compensation for unreimbursed medical expenses, lost earnings and other damages resulting from such injury.

9. If any dog, which had previously been determined by a judge or justice to be a dangerous dog, as defined in section one hundred eight of this article, shall without justification kill or cause the death of any person who is peaceably conducting himself or herself in any place where he or she may lawfully be, regardless of whether such dog escapes without fault of the owner, the owner shall be guilty of a class A misdemeanor in addition to any other penalties.

10. The owner or lawful custodian of a dangerous dog shall, except in the circumstances enumerated in subdivisions four and eleven of this section, be strictly liable for medical costs resulting from injury caused by such dog to a person, companion animal, farm animal or domestic animal.

11. The owner shall not be liable pursuant to subdivision six, seven, eight, nine or ten of this section if the dog was coming to the aid or defense of a person during the commission or attempted commission of a murder, robbery, burglary, arson, rape in the first degree as defined in subdivision one or two of section 130.35 of the penal law, criminal sexual act in the first degree as defined in subdivision one or two of

section 130.50 of the penal law or kidnapping within the dwelling or upon the real property of the owner of the dog and the dog injured or killed the person committing such criminal activity.

12. Nothing contained in this section shall limit or abrogate any claim or cause of action any person who is injured by a dog with a vicious disposition or a vicious propensity may have under common law or by statute. The provisions of this section shall be in addition to such common law and statutory remedies.

13. Nothing contained in this section shall restrict the rights and powers derived from the provisions of title four of article twenty-one of the public health law relating to rabies and any rule and regulation adopted pursuant thereto.

14. Persons owning, possessing or harboring dangerous dogs shall report the presence of such dangerous dogs pursuant to section two hundred nine-cc of the general municipal law.

§ 121-a. Exemption from civil liability. 1. If any dog shall, without justification, attack a person, or behaves in a manner which a reasonable person would believe poses a serious and unjustified imminent threat of serious physical injury to a person, when such person is peaceably conducting himself in a place where he may lawfully be, such person or any other person witnessing the attack or threatened attack may destroy such dog while so attacking, and no liability in damages or otherwise shall be incurred on account of such destruction.

2. If any dog shall, without justification, attack a companion animal, farm animal or domestic animal, or shall behave in a manner which a reasonable person would believe poses a serious and unjustified imminent threat of serious physical injury or death to a companion animal, farm animal or domestic animal, where such animal is in any place where it may lawfully be, the owner or caretaker of such animal, or any other person witnessing the attack, may destroy such dog, and no liability in damages or otherwise shall be incurred on account of such destruction.

§ 121-b. Offenses against service animals and handlers.

1. Definitions. For purposes of this section:

(a) "Service animal" shall mean any animal that has been partnered with a person who has a disability and has been trained or is being trained, by a qualified person, to aid or guide a person with a disability.

(b) "Disability" shall have the same meaning as provided in section two hundred ninety-two of the executive law.

(c) "Handler" shall mean a disabled person using a service animal.

(d) "Formal training program" or "certified trainer" shall mean an institution, group or individual who has documentation and community recognition as a provider of service animals.

2. Any person who owns an animal or possesses control of such animal and who, through any act or omission, recklessly permits his or her animal to interfere with the proper working of a service animal, exposing the handler and service animal to danger or resulting in injury or death of the service animal shall be subject to a civil penalty not to exceed one thousand dollars in addition to any other applicable penalties.

3. Any person who owns an animal or possesses control of such animal and who, through any act or omission, recklessly permits his or her animal to interfere with the proper working of a service animal, exposing the handler and service animal to danger or resulting in injury or death of the service animal, where the animal causing such injury has previously been determined to be dangerous pursuant to this article, shall be guilty of a violation punishable by a fine of not more than two thousand dollars, or by a period of imprisonment not to exceed fifteen days, or by both such fine and imprisonment in addition to any other applicable penalties.

4. The handler of the service animal incapacitated, injured or killed shall have the right to pursue any and all civil remedies available to recover damages for medical and veterinary expenses, rehabilitation or replacement of the service animal, and lost wages, transportation expenses or other expenses directly related to the temporary or permanent loss of the service animal.

§ 122. Protection of deer. 1. Whenever the governing body of any municipality shall determine that the deer population in the municipality or part thereof is suffering severe depredation due to dogs attacking, chasing or worrying deer, such governing body may by order require that all dogs in such municipality or part thereof shall be securely confined during the period of time designated in the order or, if no time is designated, until the order is revoked.

2. Notice of such order shall be given by publication in a newspaper or newspapers of general circulation in said municipality which shall be designated by such governing body and by filing a copy of the order in the office of each clerk in the area affected by such order. Such order shall be in full force and effect at the expiration of twenty-four hours following publication of such notice.

3. If any dog is not confined as required by such order, any dog control officer, peace officer, acting pursuant to his special duties, or police officer shall seize such dog. Any dog so seized shall be subject to the provisions of section one hundred eighteen of this article. A dog shall not be deemed to be in violation of such order if accompanied by and under the full control of the owner.

4. If any dog, which is not confined as required by such order, shall attack, chase or worry any deer, any dog control officer, peace officer, acting pursuant to his special duties, or police officer upon witnessing the same, shall destroy, or seize and destroy, such dog, and no liability in damages or otherwise shall be incurred on account of such destruction.

5. If any dog shall kill or cripple any deer, the owner shall be subject to a civil penalty in the amount of one hundred dollars for the first deer killed or crippled by the dog or by the pack of dogs, if any, of which the dog was a member, and in the amount of one hundred fifty dollars for each additional deer killed or crippled, to be recovered in an action brought by the commissioner of environmental conservation on behalf of the people of the state of New York.

6. This section and any order issued pursuant thereto shall not apply to dogs in special dog training areas or shooting preserves enclosed and licensed pursuant to the provisions of the environmental conservation law, while such dogs are under the control of the owner or trainer.

§ 123. Night quarantine. 1. The governing body of any municipality may at any time by order require that all dogs in such municipality shall be securely confined between sunset and one hour after sunrise during the period of time designated in the order, or, if no time is so designated, until the order is revoked.

2. Notice of such order shall be given by publication in a newspaper or newspapers of general circulation in said municipality which shall be designated by such governing body and by filing a copy of the order in the office of each clerk in the area affected by such order.

3. Any dog control officer, peace officer, acting pursuant to his special duties, or police officer shall destroy or seize any dog not confined as required by such order, and no liability in damages or otherwise shall be incurred on account of such destruction or seizure. Any dog so seized shall be subject to the provisions of section one hundred eighteen of this article. A dog shall not be deemed to be in violation of such order if accompanied by and under the full control of the owner.

§ 124. Local laws or ordinances. 1. Any municipality may enact a local law or ordinance upon the keeping or running at large of dogs and the seizure thereof, provided no municipality shall vary, modify, enlarge or restrict the provisions of this article relating to identification, licensing, rabies vaccination and euthanization.

2. Such local law or ordinance may:

(a) impose penalties for violation of such restrictions to be recovered in a civil action in the name of such municipality;

(b) provide for enforcement by fine or imprisonment for any such violation; or

(c) provide for the issuance pursuant to the criminal procedure law of an appearance ticket, or in lieu thereof, a uniform appearance ticket, or in lieu thereof, a uniform appearance ticket and simplified information, as provided in section one hundred fourteen of this article, by any dog control officer, peace officer, acting pursuant to his special duties, or police officer, who is authorized by any municipality to assist in the enforcement of this article for any such violation.

§ 125. Indemnification for dog damage. 1. Each county shall be liable for damage done within the county by dogs to domestic animals, including such veterinary fees and costs as may arise from such damage or injury. Indemnification therefor shall be made in the manner provided by this section. Such indemnification shall not exceed the actual damage. In no event shall indemnification exceed:

(a) eight hundred dollars for each animal, in the case of horses or cattle;

(b) fifteen dollars for each domesticated fowl, duck, goose, swan, turkey, pheasant or other bird which is raised in confinement under license from the state department of environmental conservation before release from captivity, and confined domestic hare or rabbit;

(c) one hundred dollars for any other domestic animal as defined in this article;

(d) twelve hundred dollars for each animal, in the case of registered purebred dairy and beef cattle or of purebred dairy and beef cattle eligible for registration and less than one year of age;

(e) two hundred fifty dollars for each animal, in the case of each registered purebred sheep, goat or swine, or of purebred sheep, goat or swine eligible for registration and less than one year of age;

(f) three hundred fifty dollars for each fallow deer, red deer, sika deer, whitetail deer which is raised under license from the department of environmental conservation or each llama.

2. No indemnification shall be paid for fowl of the varieties commonly used for cock fights.

3. The name of the owner of the dog causing the damage, if known, shall be reported to the financial officer of the county and such owner shall be liable to the county in reimbursement for any amounts paid by the county for such indemnification, in an action to be brought in the name of the county by the financial officer of the county or the county dog control officer in a court of competent jurisdiction.

4. The owner of a domestic animal injured or killed as a result of being attacked, chased or worried by any dog shall, immediately upon the discovery of such injury or death, notify the nearest assessor of the city or town where the damage was done of the fact of such injury or death, and that the owner claims indemnity therefor and requires that the damage be determined. The assessor or any other individual designated in writing by the governing body of the city or town shall immediately inquire into the matter and shall examine the animal injured or killed and, if he deems it necessary, shall examine witnesses in relation thereto. If the assessor or designated individual is satisfied that the injuring or killing of the animal was caused by a dog, and that the owner of the animal had taken reasonable precautions to prevent the damage done, the assessor or designated individual shall determine the amount of the damage apparent at the time and make a report of the amount of damages. Provided, however, that if the amount of damage is determined by the assessor or designated individual to be more than four hundred dollars, the assessor or designated individual shall immediately give notice of the claim to all the other assessors or designated individuals, if any, of the city or town, or a majority of them, who shall, within three days, inquire into the matter and make a report in the manner provided above. The report shall be promptly filed with the financial officer of the county and the commissioner, and a copy provided to the claimant.

5. The governing body of any county may establish by local law a procedure for reviewing the decision of the assessor or designated individual. If a procedure has been established, the claimant or financial officer of the county may, within twenty days after the receipt of the report of any assessor or designated individual, if dissatisfied with the amount of the damages stated therein, request a review pursuant to the procedure established by the governing body of the county. The decision after review shall be in writing and copies thereof shall be mailed to the financial officer of the county, the claimant and the commissioner.

6. In the event that the county shall not have established a procedure for review of the decision such review shall be made by the commissioner. Upon receipt of such request, the commissioner shall cause an investigation to be made of the alleged attack upon the claimant's domestic animal, the facts surrounding such attack, and the amount of damage incurred thereby for which indemnification should be made in

accordance with the intent of this section. The claimant shall permit the commissioner or his authorized representative to enter the premises on which the attack is alleged to have been made and shall furnish to the commissioner or his representative whatever information and proof may be available to the claimant and may be deemed necessary by the commissioner or his representative to complete the investigation. Upon completion of the investigation, the commissioner shall decide whether the attack was in fact made by a dog upon a domestic animal, as defined in section one hundred eight of this article, and whether the owner had taken reasonable precautions to prevent the damage done and, if he so finds, shall either confirm or deny the determination of the assessor or designated individual, or modify it as may appear proper and adequate in view of the facts. The decision of the commissioner shall be in writing, and copies thereof shall be mailed to the financial officer of the county and the claimant.

7. After the expiration of twenty days from the filing of the assessor's or designated individual's report with the financial officer of the county, such officer shall mail to the claimant a certificate of indemnity due to the claimant, provided however, that in those counties where a review procedure has been established and a request for a review has been presented, such certificate shall be mailed to the claimant upon the filing of a copy of the decision, after review, with the county financial officer. The financial officer shall retain a copy of the certificate and shall mail a copy to the commissioner.

8. If, subsequent to the determination of damage, it develops that damage, which was not apparent at the time of determination, was caused to any domestic animal, a supplemental notice of claim for such damage shall be promptly given by the claimant upon discovery thereof to the assessor at any time within six months after the discovery of the original damage. Such notice shall set forth the facts upon which the additional claim was based. The same proceedings shall thereupon be had as upon the original claim.

9. The amount of the damage determined as hereinbefore provided shall be paid by the financial officer of the county to the claimant, upon presentation of the aforesaid certificate, from the funds received by such officer pursuant to section one hundred eleven of this article, and if such funds shall be insufficient therefor, then from such other funds as shall be raised by the county governing body, in the manner that funds are raised to pay other county charges.

§ 126. Duties and powers of commissioner. 1. The commissioner shall:

- (a) supervise the enforcement of this article;
- (b) maintain a central registry of official identification numbers;
- (c) prescribe the form of all notices, reports and other papers and documents required by this article and the rules and regulations promulgated pursuant thereto; and
- (d) prescribe the manner in which all reports required by this article and the rules or regulations promulgated thereto are to be filed and maintained, and all licenses issued or validated; and
- (e) furnish all forms and other supplies, including identification tags and preprinted license applications, necessary for the implementation and

enforcement of this article and the rules and regulations promulgated pursuant thereto; and

(f) supply, for identification purposes, names and addresses of owners of record of identified dogs immediately upon request; and

(g) furnish such information and assistance to dog control officers as he deems necessary for enforcement purposes.

2. The commissioner is hereby authorized to:

(a) promulgate, after public hearing, such rules and regulations as are necessary to supplement and give full effect to the provisions of this article; and

(b) exercise all other powers and functions as are necessary to carry out the duties and purposes set forth in this article.

**ARTICLE 25-B
ABANDONED ANIMALS**

Section 331. Abandonment of certain animals.

332. Disposition.

§ 331. Abandonment of certain animals. An animal is deemed to be abandoned when it is placed in the custody of a veterinarian, veterinary hospital, boarding kennel owner or operator, stable owner or operator, or any other person for treatment, board, or care and:

1. Having been placed in such custody for a specified period of time the animal is not removed at the end of such specified period and a notice to remove the animal within ten days thereafter has been given to the person who placed the animal in such custody, by means of registered letter mailed to the last known address of such person, or:

2. Having been placed in such custody for an unspecified period of time the animal is not removed within twenty days after notice to remove the animal has been given to the person who placed the animal in such custody, by means of a registered letter mailed to the last known address of such person.

3. The giving of notice as prescribed in this section shall be deemed a waiver of any lien on the animal for the treatment, board or care of the animal but shall not relieve the owner of the animal removed of his contractual liability for such treatment, board or care furnished.

*** § 332. Disposition.** Any person having in his care, custody, or control any abandoned animal, as defined in section three hundred thirty-one of this chapter, may deliver such animal to any humane society or society for the prevention of cruelty to animals having facilities for the care and eventual disposition of such animals, or, in the case of dogs, cats and other small animals, to any pound maintained by or under contract or agreement with any county, city, town, or village within which such animal was abandoned. The person with whom the animal was abandoned shall, however, on the day of divesting himself of possession thereof, notify the person who had placed such animal in his custody of the name and address of the animal society or pound to which the animal has been delivered, such notice to be by registered letter mailed to the last known address of the person intended to be so notified. If an animal is not claimed by its owner within five days after being so delivered to such humane society or society for the prevention of cruelty to animals, or pound, such animal may at any time thereafter be placed for adoption in a suitable home or euthanized. In no event, however, shall the use of a decompression chamber or decompression device of any kind be used for the purpose of destroying or disposing of such animal.

* NB Effective until October 9, 2010

*** § 332. Disposition.** Any person having in his care, custody, or control any abandoned animal, as defined in section three hundred thirty-one of this article, may deliver such animal to any duly incorporated society for the prevention of

cruelty to animals having facilities for the care and eventual disposition of such animals, or, in the case of dogs, cats and other small animals, to any pound maintained by or under contract or agreement with any county, city, town, or village within which such animal was abandoned. The person with whom the animal was abandoned shall, however, on the day of divesting himself of possession thereof, notify the person who had placed such animal in his custody of the name and address of the animal society or pound to which the animal has been delivered, such notice to be by registered letter mailed to the last known address of the person intended to be so notified. If an animal is not claimed by its owner within five days after being so delivered to such duly incorporated society for the prevention of cruelty to animals, or pound, such animal may at any time thereafter be placed for adoption in a suitable home or euthanized in accordance with the provisions of section three hundred seventy-four of this chapter. In no event, however, shall the use of a decompression chamber or decompression device of any kind be used for the purpose of destroying or disposing of such animal.

* NB Effective October 9, 2010

**PARTS 77, 78 & 79 OF TITLE 1
THE OFFICIAL COMPILATION OF CODES, RULES &
REGULATIONS OF THE STATE OF NEW YORK**

**Part 77
Standards for the Care of Seized Dogs**

Section 77.1	Definitions
Section 77.2	Standards for the care of seized dogs
Section 77.3	Euthanasia and disposal
Section 77.4	Access and inspection
Section 77.5	Dog dealer prohibited from appointment as dog control officer

Section 77.1 Definitions.

For the purpose of this Part, the following terms shall have the following meanings:

(a) Properly sheltered means the provision of shelter suitable to the breed and age of the dog. Said shelter shall be structurally sound, clean, and sufficient to protect the dog from detriment to its well-being, and shall provide adequate space to allow the dog to move about in a natural manner, light, air and temperature sufficient to protect the animal.

(b) Properly fed means the provision, at suitable intervals, of wholesome food appropriate for the breed and age of the dog and sufficient to maintain a reasonable level of nutrition in each dog. Such food shall be served in a receptacle, dish or container that has been physically cleaned so that agents injurious to the health of the dog have been removed and destroyed to a practical minimum.

(c) Properly watered means the provision of constant access to a supply of clean, fresh, potable water in a sanitary manner, or the provision of such access at intervals suitable for the breed and age of the dog.

Section 77.2 Standards for the care of seized dogs.

Every dog seized pursuant to article 7 of the Agriculture and Markets Law, or any local law, ordinance, or order adopted or issued pursuant thereto, shall be properly cared for, sheltered, fed and watered for the redemption period provided by said article or for the period established by local law or ordinance as authorized by said article.

Section 77.3 Euthanasia and disposal.

(a) Humane methods of euthanasia shall be those designated as acceptable (approved) by the American Veterinary Medical Association.

(b) Disposal of such euthanized animals shall be consistent with laws and regulations of the New York State Departments of Environmental Conservation and Health.

Section 77.4 Access and inspection.

In order to supervise the enforcement of the provisions of article 7 of the Agriculture and Markets Law and any rules or regulations adopted pursuant thereto, the commissioner or his duly authorized agents may, at any reasonable time, including but not limited to normal business hours, enter and inspect any municipal shelter or pound or any establishment under contract with a municipality to provide pound or shelter services.

Section 77.5 Dog dealer prohibited from appointment as dog control officer.

A dog dealer shall neither be appointed as a dog control officer by a municipality, nor provide dog control officer services pursuant to a contract between a municipality and an incorporated humane society or similar incorporated dog protective association. For the purposes of this section, the term dog dealer shall mean any person who buys, sells, leases, or otherwise deals in dogs as a business enterprise.

**Part 78
Records**

Section 78.1	Inspection of records.
Section 78.2	Notification of commissioner: dog control officer and pound or shelter services.
Section 78.3	Notification of commissioner: local license fee.
Section 78.4	Notification of commissioner: lost or stolen dog.
Section 78.5	Filing of dog quarantine order.
Section 78.6	Notification of commissioner: dangerous dog finding.
Section 78.7	Establishment of a common renewal date.
Section 78.8	Application for authorization of the manager of a pound or shelter to issue dog licenses.
Section 78.9	Authorization of the manager of a pound or shelter to issue dog licenses.
Section 78.10	Performance of duty of the authorized manager of a pound or shelter.

Section 78.1 Inspection of records.

Any records required to be maintained by any municipality pursuant to the provisions of article 7 of the Agriculture and Markets Law, or any rules or regulations adopted pursuant thereto, shall be open to inspection by the commissioner or his duly authorized agents at any reasonable time, including but not limited to normal business hours.

Section 78.2 Notification of commissioner: dog control officer and pound or shelter services.

On or before March 1, 1980, the governing body of each municipality required to provide dog control officer and pound or shelter services, pursuant to Agriculture and Markets Law, sections 114 and 115, shall notify the commissioner in writing of the name and address of the person or persons providing the municipality with such services. Such notification shall specify whether the municipality has appointed a dog control officer or officers and established a pound or shelter, contracted for such services with another municipality, duly incorporated humane society or similar dog protective association, or has, jointly with one or more other municipalities, appointed a dog control officer or officers and established a pound of shelter. Said governing body shall report any change in the personnel or method used to provide the required services within 30 days of said change.

Section 78.3 Notification of commissioner: local license fee.

Any city, town or licensing village may, by local law or ordinance, set local license fees as provided for by article 7 of the Agriculture and Markets Law. Upon the filing of a written request by a municipality, the department shall print the amount of said local license fee on the license renewal forms mailed to the dog owners in that municipality. The local license fee shall be printed on the license renewal forms within 30 days of the receipt of said request, or on the effective date of the local law or ordinance, whichever is longer. If the department does not receive a written request from a municipality, the license renewal forms sent to the dog owners in that municipality will not bear a local license fee and it shall be the responsibility of the municipality to notify dog owners of local fees.

Section 78.4 Notification of commissioner: lost or stolen dog.

(a) Any owner of record filing a written report of a lost or stolen dog, pursuant to Agriculture and Markets Law, section 113(2), shall notify the commissioner of the return of said dog within 10 days of such event.

(b) The identification number of a dog reported lost or stolen shall remain on file with the department for a minimum of one license renewal period. Upon the receipt of a license renewal form for such a dog, the owner of record shall notify the department as to whether the dog remains lost or stolen. Upon receipt of information that the dog remains lost or stolen, the commissioner shall remove the identification number from the active file.

Section 78.5 Filing of dog quarantine order.

Any municipality issuing a night quarantine or deer depredation order pursuant to Agriculture and Markets Law, sections 122 and 123 shall, upon the issuance of said order, file a certified copy of the order with the commissioner.

Section 78.6 Notification of commissioner: dangerous dog finding.

Upon a finding by a judge or justice that a dog is a dangerous dog pursuant to Agriculture and Markets Law section 121, the judge or justice shall notify the commissioner of such finding and whether the dog was ordered to be securely confined or destroyed. Upon receipt of such notification, the commissioner shall make and maintain a record of such finding. Said record shall be maintained for the life of the dog.

Section 78.7 Establishment of a common renewal date.

Any municipality authorized to issue licenses pursuant to article 7 of the Agriculture and Markets Law, which has a population not exceeding 2,500, may request that the commissioner establish a common renewal date for such licenses. Upon the filing with and approval by the department of a certified copy of a resolution of the governing body of the municipality authorizing such request, together with a completed application form, the commissioner shall set a month and day upon which all such license renewals shall annually become due.

Section 78.8 Application for authorization of the manager of a pound or shelter to issue dog licenses.

The governing body of a shelter or pound established, maintained or contracted for, pursuant to section 115 of the Agriculture and Markets Law may, by filing a certified copy of a resolution of said governing body authorizing such application together with a completed application form, apply to the commissioner for authorization of the manager of said shelter or pound to accept applications for licenses for dogs being redeemed or adopted from said shelter or pound. The granting, denial or termination of such authorization shall be within the discretion of the commissioner.

Section 78.9 Authorization of the manager of a pound or shelter to issue dog licenses.

(a) The commissioner may authorize the issuance of dog licenses by the manager of a pound or shelter established, maintained, or contracted for, pursuant to section 115 of the Agriculture and Markets Law. Such manager must be 18 years of age or older. In order to receive and retain such authorization, a manager of a pound or shelter must file with the department and thereafter maintain a surety bond in an amount to be determined by the department, which shall be related to the volume of annual license sales by said manager and shall be conditioned upon the manager faithfully discharging the duties of an authorized manager of a pound or shelter pursuant to article 7 of the Agriculture and Markets Law and the regulations promulgated pursuant thereto, and well and truly keeping, promptly paying over and promptly accounting for all moneys or property, including dog license fees and validation numbers, received in said capacity. Said bond shall indemnify the State and the licensing municipality and county within which the pound or shelter is located and shall provide that in the case of default, the parties executing such bond shall pay all damages, costs and expenses resulting from such default, not exceeding the sum specified in such bond. Said bond shall further provide that the surety shall notify the department, in writing, 90 days prior to the cancellation, expiration or other termination of such bond. In lieu of the bond required herein an authorized manager who, as a municipal officer or employee, is covered by an existing bond or undertaking, may file a copy of such bond or undertaking together with an acknowledgment from the issuer that the coverage of the existing bond or

undertaking extends to the municipal employee's faithful discharge of the duties of an authorized manager of a pound or shelter pursuant to article 7 of the Agriculture and Markets Law and the regulations promulgated pursuant thereto and to the prompt payment and accounting for all moneys or property, including dog license fees and validation numbers, received by the manager in said capacity.

(b) The authorization of a manager of a pound or shelter shall be valid until terminated by the commissioner, or until the authorized manager is no longer employed by the shelter or pound, or the bond filed by said manager is cancelled, expires or otherwise terminates. The governing body of the shelter or pound and the manager shall report such a cessation of employment or termination of a bond to the department within one business day of such occurrence and shall immediately confirm such report in writing. In the event that the authorization of a manager is terminated, or a pound or shelter ceases to employ a manager authorized to issue licenses or the bond filed by a manager is cancelled, expires or otherwise terminates, the manager shall, within two business days of such occurrence return to the department, either personally or by certified mail, all licensing materials, including unissued validation numbers, together with a complete accounting for all licenses sold and all license fees collected.

Section 78.10 Performance of duty of the authorized manager of a pound or shelter.

(a) Without the prior written approval of the department, an authorized manager of a pound or shelter shall not remove from the pound or shelter any licensing material, including validation numbers, consigned thereto.

(b) An authorized manager of a pound or shelter shall provide license issuing services in a timely, efficient and businesslike manner.

(c) An authorized manager of a pound or shelter shall issue licenses only for dogs being redeemed or adopted from said shelter.

(d) An authorized manager of a pound or shelter shall immediately report to local law enforcement authorities the theft from the pound or shelter of licensing material, including validation numbers and fees from licenses which have been sold.

(e) An authorized manager of a pound or shelter shall submit all required records, reports and remittances in a timely manner and shall draft and sign them properly.

(f) An authorized manager of a pound or shelter shall not bring direct or indirect pressure on any person adopting or redeeming a dog to purchase the required license, at the pound or shelter rather than from another authorized licensing agent, such as a municipal clerk.

(g) An authorized manager of a pound or shelter shall collect only those fees for the issuance of a dog license authorized by article 7 of the Agriculture and Markets Law, which fees shall be remitted and accounted for as provided therein.

(h) An authorized manager of a pound or shelter shall allow authorized employees of the department or the Office of the State Comptroller to inspect their license issuing operations and records at any reasonable time.

**Part 79
Accounting**

- Section 79.1 Accounting.
- Section 79.2 Disposition of fines, penalties and bail forfeitures.

Section 79.1 Accounting.

The accounting for all money collected and distributed pursuant to the provisions of article 7 of the Agriculture and Markets Law or any local law or ordinance enacted pursuant thereto shall be in accordance with the accounting system prescribed by the State Comptroller.

Section 79.2 Disposition of fines, penalties and bail forfeitures.

(a) All money collected by any town or village court as a fine, penalty or bail forfeiture, in actions brought pursuant to the provisions of article 7 of the Agriculture and Markets Law or any local law or ordinance enacted pursuant thereto, shall be the property of the municipality in which said money is collected, but it shall first be reported and remitted to the State Comptroller in the same manner as other fines, penalties and bail forfeitures.

(b) The State Comptroller shall return all money remitted pursuant to this Part to the town or village remitting it and said money shall be identified as "fines and penalties--dog cases."

CHAPTER 115 OF THE LAWS OF 1894

Section 1 - Every person who owns or harbors one or more dogs within the corporate limits of any city having a population of over two million, shall procure a yearly license and pay the sum of seven dollars and forty cents, plus a tag fee of one dollar, for each dog, as hereinafter provided; and in applying for such license, or any renewal under section two hereof, the owner shall state in writing the name, sex, breed, age, color and marking of the dog, for which the license is to be procured. In the case of a spayed or neutered dog, every application shall also be accompanied by a certificate signed by a licensed veterinarian or an affidavit signed by the owner, showing that the dog has been spayed or neutered. In lieu of the spay or neuter certificate or affidavit an owner may present a statement certified by a licensed veterinarian stating that he has examined the dog and found that because of old age or other reason, the life of the dog would be endangered by spaying or neutering.

Section 3-a - In addition to the fee charged pursuant to sections one and two of this chapter, any person applying for a dog license shall pay a fee of three dollars for any dog six months of age or older which has not been spayed or neutered unless an owner presents with the license application a statement certified by a licensed veterinarian stating that he has examined the dog and found that because of old age or other reasons, the life of the dog would be endangered by spaying or neutering. All fees collected pursuant to the provisions of this section shall be forwarded to the state comptroller for deposit in the animal population control fund created pursuant to section 97-xx of the state finance law and section 117-a of the agriculture and markets law.

Section 9 - Any person or persons, who shall hinder or molest or interfere with any officer or agent of said society in the performance of any duty enjoined by this act, or who shall use a license tag on a dog for which it was not issued, shall be deemed guilty of a misdemeanor. Any person who owns or harbors a dog without complying with the provisions of this act shall be deemed guilty of disorderly conduct, and upon conviction thereof before any magistrate shall be fined for such offense any sum not exceeding ten dollars, and in default of payment of such fine may be committed to prison by such magistrate until the same be paid, but such imprisonment shall not exceed ten days. Any person who for the purpose of participating in the "animal population control program" shall falsify proof of adoption from a pound, shelter, duly incorporated society for the prevention of cruelty to animals, humane society or dog or cat protective association or who shall furnish any licensed veterinarian of this state with inaccurate information concerning his or her residency or the ownership of an animal or such person's authority to submit an animal for a spaying or neutering procedure pursuant to section 117-a of the agriculture and markets law and any veterinarian who shall furnish the commissioner with false information concerning an animal sterilization fee schedule or an animal sterilization certificate submitted pursuant to subdivision 4 of section 117-a of the agriculture and markets law shall be guilty of a violation punishable by a fine of not more than two hundred fifty dollars where prosecuted pursuant to the penal law, or where prosecuted as an action to recover a civil penalty of not more than two hundred fifty dollars.

STATE FINANCE LAW

§97-rr. Pet dealer licensing fund. 1. There is hereby established in the joint custody of the state comptroller and the commissioner of taxation and finance, a fund to be known as the "pet dealer licensing fund".

2. Such fund shall consist of all monies collected pursuant to article twenty-six-A of the agriculture and markets law, except for monies collected pursuant to subdivision five of section four hundred three of such article, and all other monies credited or transferred thereto from any other fund or source pursuant to law.

3. Monies of the fund shall be expended solely for the purposes of carrying out the provisions of article thirty-five-D of the general business law and article twenty-six-A of the agriculture and markets law. Monies shall be paid out of the fund on the audit and warrant of the state comptroller on vouchers approved by the commissioner of agriculture and markets. Any interest received by the comptroller on monies on deposit in the pet dealer licensing fund shall be retained in and become part of such fund.

§97-xx. Animal population control fund. 1. There is hereby established in the joint custody of the state comptroller and the commissioner of taxation and finance a fund to be known as the "animal population control fund".

2. Such fund shall consist of all moneys collected pursuant to paragraph c of subdivision four of section one hundred ten of the agriculture and markets law, subdivision five of section one hundred seventeen-a of the agriculture and markets law, and section three-a of chapter one hundred fifteen of the laws of eighteen hundred ninety-four, and all other moneys credited or transferred thereto from any other fund or source pursuant to law.

3. Moneys of the fund shall be expended for the purposes of carrying out the provisions of section one hundred seventeen-a of the agriculture and markets law. Moneys shall be paid out of the fund on the audit and warrant of the state comptroller on vouchers approved by the commissioner of agriculture and markets. Any interest received by the comptroller on moneys on deposit in the animal population control fund shall be retained in and become part of such fund.

Exhibit 2

ARTICLE 7A. - LICENSING OF DOGS

Sec. 16-25.1. - Title.

The title of this article shall be, "Licensing of Dogs in the City of Syracuse."

(Gen. Ord. No. 44-2010, 12-6-10)

Sec. 16-25.1.A. - Authority.

This article is adopted pursuant to Article 7 of the Agriculture and Markets Law of the State of New York.

(Gen. Ord. No. 44-2010, 12-6-10)

Sec. 16-25.2. - Purpose.

The purpose of this article is to provide for the licensing and identification of dogs, the control and protection of the dog population, and the protection of persons, property, and other animals from dog attack and damage.

(Gen. Ord. No. 44-2010, 12-6-10)

Sec. 16-25.3. - Application of licensing of dogs.

- (1) This article shall apply to all areas of the City of Syracuse.
- (2) In the event that any dog owned by a nonresident of the City of Syracuse is harbored within the city for a period of thirty (30) days or less such dog shall be exempt from the identification and licensing provisions of this article provided such dog is licensed pursuant to the provisions of law of the area of residence.
- (3) This article shall not apply to any dog confined to the premises of any public or private hospital devoted solely to the treatment of sick animals, or confined to an animal shelter devoted to the impounding and caring of animals.

(Gen. Ord. No. 44-2010, 12-6-10)

Sec. 16-25.4. - Definitions.

As used in this article 7A, the following words shall have the following respective meanings:

Adoption means the delivery to any natural person eighteen (18) years of age or older, for the limited

purpose of harboring a pet, of any dog, seized or surrendered.

Altered shall refer to a dog that has been spayed or neutered.

At large means an unleashed dog not under control of the owner and off the premises of the owner.

City means the area within the corporate limits of the City of Syracuse.

City clerk means the city clerk of the City of Syracuse.

Common council means the common council of the City of Syracuse.

Detection dog means any dog that is trained and is actually used for such purposes or is undergoing training to be used for the purpose of detecting controlled substances, explosives, ignitable liquids, firearms, cadavers, or school or correctional facility contraband.

Dog means any member of the species *canis familiaris*.

Guide dog means any dog that is trained to aid a person who is blind and is actually used for such purpose, or any dog owned by a recognized guide dog training center located within the state of New York during the period such dog is being trained or bred for such purpose.

Harbor means to provide food or shelter to any dog.

Hearing dog means any dog that is trained to aid a person with a hearing impairment and is actually used for such purpose, or any dog owned by a recognized training center located within the state of New York during the period such dog is being trained or bred for such purpose.

Identification tag means a tag issued by the city of Syracuse or other licensing municipality, or a third party vendor providing dog licensing process services to the city pursuant to a written contract authorized by the mayor and the common council, which sets forth an identification number, together with the name of the municipality, the state of New York, contact information, including telephone number for the municipality, and such other information as the licensing municipality deems appropriate.

Identified dog means any dog carrying an identification tag.

Municipality means any county, town, city or village.

New York State Agriculture and Markets Law means the Agriculture and Markets Law of the State of New York in effect as of the effective date of January 1, 2011, and as amended thereafter.

Owner means any person who harbors or keeps any dog. If a dog is not licensed, the term of "owner" shall designate and cover any person or persons, firm, association or corporation who or which at any time owns or has custody or control of, harbors, or is otherwise responsible for any dog which is kept, brought or comes within the city.

Owner of record means the person purchasing the license or in whose name any dog was last licensed. An owner of record shall be eighteen (18) years of age or older.

Person means any individual, corporation, partnership, association or other organized group of persons, municipality, or other legal entity.

Police work dog means any dog owned or harbored by any state or municipal police department or any state or federal law enforcement agency, which has been trained to aid law enforcement officers and is actually being used for police work purposes.

Recognized registry association means any registry association that operates on a nationwide basis, issues certificates and keeps such records as may any registry association numbered registration be required by the commissioner of agriculture.

Service dog means any dog that has been or is being individually trained to do work or perform tasks for the benefit of a person with a disability, provided that the dog is or will be owned by such person or that person's parent, guardian or other legal representative.

Therapy dog means any dog that is trained to aid the emotional and physical health of patients in hospitals, nursing homes, retirement homes and other settings and is actually used for such purpose, or any dog owned by a recognized training center located within the state during the period such dog is behind trained or bred for such purpose.

Unaltered shall refer to any dog that is not spayed or neutered.

War dog means any dog which has been honorably discharged from the United States armed services.

Working search dog means any dog that is trained to aid in the search for missing persons, is actually used for such purpose and is registered with the department; provided, however, that such services provided by said dog shall be performed without charge or fee.

(Gen. Ord. No. 44-2010, 12-6-10; Gen. Ord. No. 36-2018, 8-20-18)

Sec. 16-25.5. - Licensing.

(1) *Application for original license.*

(a)

The owner of any dog reaching the age of four (4) months shall immediately make application to the city clerk for a dog license on a form provided by the city clerk's Office. No license shall be required for any dog which is under the age of four (4) months and which is not at large, or any dog that is residing in a pound or shelter maintained by or under contract or agreement with the state or any county, city, town or village, duly incorporated society for the prevention of cruelty to animals, duly incorporated humane society or duly incorporated dog protective association.

- (b) In the case of a dog being redeemed or a dog being adopted from a shelter or pound the city clerk and the manager of the facility shall establish a licensing procedure that is agreeable and beneficial to both the City of Syracuse and the shelter or pound.
- (2) *Rabies vaccination required.* All applications for a dog license shall be accompanied by a valid rabies certificate signed by a licensed veterinarian or, in lieu thereof, a statement certified by a licensed veterinarian stating that the dog is too young to be vaccinated or because of old age or another reason, the life of the dog would be endangered by the administration of vaccine. An electronic copy of the rabies certificate or certified statement information shall be made and maintained with the clerk's electronic copy of the application and dog license. In the case of a dog being redeemed or adopted from a shelter, copies shall be forwarded to the city clerk. Such records shall be kept electronically on file by the city clerk with the applicable electronic copy of the dog license.
- (3) *Spay/neuter certificates.* In the case of a spayed or neutered dog, every application shall also be accompanied by a certificate signed by a licensed veterinarian or an affidavit signed by the owner, showing that the dog has been spayed or neutered. In lieu of the spay or neuter certificate, an owner may present a statement certified by a licensed veterinarian stating that he has examined the dog and found that because of old age or other reason, the life of the dog would be endangered by spaying or neutering. In such case, the license fee for the dog shall be the same as for a spayed or neutered dog as set forth in Part 6 of this section [[section 16-25.5.1](#)]. The clerk shall keep the necessary information from such certificate or statement electronically with the electronic copy of the applicable dog license.
- (4) *Expiration of license.* An original license shall be issued for a period of one year, and shall expire exactly one year from the date of issuance. The city clerk shall offer the option of a three-year dog license under the fee structure established by [section 16-25.5\(3\)](#). Such three-year license shall be subject to all other applicable terms of this section during such three-year license period. The three-year license shall expire exactly three (3) years from the date of issuance.
- (5) *License renewal.*
 - (a) License renewal forms shall be mailed by the city clerk or by a third party vendor providing dog licensing process services to the city pursuant to a written contract authorized by the

mayor and the common council.

- (b) A new rabies certificate shall be required if the one on record has expired or expires within thirty (30) days of the date of renewal. An in-lieu-of statement as described in subsection (2) of this section may be substituted for a rabies certificate. The required information from new rabies certificates and statements shall be kept electronically with the city clerk's electronic copy of the dog license.
 - (c) A spay/neuter certificate shall not be required if such information is already electronically on file with the city clerk. In a case where the dog has been altered during the preceding year, the certificate shall be presented to the city clerk in order to receive the reduced fee for an altered dog. The city clerk shall make an electronic record of the certificate information and maintain it with the original license on file electronically.
 - (d) The renewal license shall expire exactly one (1) year or three (3) years from the date of issuance, depending on the term of the license.
 - (e) Owners having more than one dog may request common renewal dates for their licenses, which may be granted at the discretion of the city clerk or by a third party vendor providing dog licensing process services to the city pursuant to a written contract authorized by the mayor and the common council, provided that all other licensing and renewal requirements are met. No licensing fees will be prorated, refunded, or waived when accommodating such a request.
 - (f) Upon renewal, the city clerk or a third party vendor providing dog licensing process services to the city pursuant to a written contract authorized by the mayor and the common council shall provide a validated license to the owner. The clerk's copy shall be kept on file electronically in accordance with the Records Retention and Disposition Schedule MU-1 issued by the New York State Archives and Records Administration.
- (6) *Third party vendor program.* Notwithstanding any other provision of [article 7A](#) to the contrary, a third party vendor program for services to assist the city clerk with the dog licensing process, pursuant to an agreement approved by the mayor and the common council, with a fully executed copy on file with the city clerk, that is in effect, shall supersede and govern the collection of dog license fees while it is in force. Upon expiration or termination of such third party vendor, absent a new agreement, the dog licensing fee procedure shall revert back to its previous method.

(Gen. Ord. No. 44-2010, 12-6-10; Gen. Ord. No. 36-2018, 8-20-18)

Sec. 16-25.5.1. - License fees.

- (a) All applications for original licenses or renewals shall be accompanied by a fee established by

section 16-25.5.2. of this article of the city of Syracuse. The total fee for an unaltered dog shall be at least five dollars (\$5.00) more than the total fee for an altered dog.

- (b) Revenue derived from such fees shall be the property of the city of Syracuse and shall be used for controlling dogs and enforcing this article and Article 7 of New York State Agriculture and Markets Law. Said revenue may also be used to subsidize the spaying or neutering of dogs, any facility as authorized under Article 7 of New York State Agriculture and Markets Law, and subsidizing public humane education programs in responsible dog ownership. A portion of the revenue derived from such fees can be directed to a third party vendor who will assist the city clerk in the licensing process pursuant to an agreement between the city and the third party vendor, that was approved by the mayor and by common council ordinance, a fully executed copy of which shall be kept on file with the city clerk.
- (c) In no event shall any money derived from license fees be used to subsidize the spaying or neutering of cats or animals other than dogs.
- (d) No license fees are refundable or partially refundable in the event that a dog is lost, stolen, sold, given away, surrendered or deceased before the expiration of the license.
- (e) An additional fee may be established by ordinance of the City of Syracuse should a dog be identified as unlicensed during an enumeration. Such additional fee shall be the property of the City of Syracuse and shall be used to pay the expenses incurred while conducting the enumeration. In the event additional fees collected exceed the expenses incurred, such excess fees may be used for enforcing this article and for spaying or neutering dogs.
- (f) In addition to the fees set by the ordinance, an assessment of three dollars (\$3.00) for each unaltered dog and one dollar (\$1.00) for each altered dog shall be charged for the purpose of carrying out population control efforts as mandated by Article 7 of New York State Agriculture and Markets Law. Money derived from such additional assessment may be used to subsidize the spaying and neutering of cats as well as dogs pursuant to Article 7 of New York State Agriculture and Markets Law.

(Gen. Ord. No. 44-2010, 12-6-10; Gen. Ord. No. 36-2018, 8-20-18)

Sec. 16-25.5.2. - Collection of annual fees for dog licenses issued for spayed or neutered dogs and for unspayed and unneutered dogs.

The city clerk has recommended that additional license fees be collected annually as follows effective January 1, 2011:

Annual fee for each spayed or neutered dog\$9.00

Fee per section 16-25.5.1(f)1.00

Total annual fee for each spayed or neutered dog10.00

Annual fee for each unspayed or unneutered dog17.00

Fee per section 16-25.5.1(f)3.00

Total annual fee for each unspayed or unneutered dog20.00

Lost license replacement fee5.00

(Gen. Ord. No. 487-1991, 10-15-91; Gen. Ord. No. 44-2010, 12-6-10)

Sec. 16-25.5.3. - Optional three-year dog license fees.

An owner who has the necessary rabies certificate for their dog which is valid for a period of three (3) years shall have the option of having a three-year license issued for their dog. The three-year fee shall be equal to three (3) times the applicable one-year annual dog license fee (i.e., for an unspayed or unneutered dog the current fee would be sixty dollars (\$60.00) for such three-year license [$\$20 \times 3$] and for a spayed or neutered dog thirty dollars (\$30.00) [$\10×3]). Such fees shall be inclusive of the section 16-25.5.1(f) fees.

(Gen. Ord. No. 44-2010, 12-6-10)

Sec. 16-25.6. - Exemptions to license fees.

Licenses for any guide dog, hearing dog, service dog, war dog, working search dog, detection dog, police work dog or therapy dog shall be exempt from license fees. Each electronic copy of any license for such dogs shall be conspicuously marked "guide dog," "hearing dog," "service dog," "working search dog," "war dog," "detection dog," "police work dog," or "therapy dog," as may be appropriate, by the city clerk. The city clerk shall require satisfactory documentation for the claimed exemption status be provided by an application for exemption.

(Gen. Ord. No. 44-2010, 12-6-10)

Sec. 16-25.7. - Identification of dogs.

- (a) When a dog is originally licensed, a City of Syracuse identification number will be assigned and an identification tag shall be issued, which shall be worn by the dog at all times.
- (b) Existing New York State Agriculture and Markets dog licenses being renewed or transferred in from another municipality shall be assigned a City of Syracuse identification number and an identification tag shall be issued. The New York State Agriculture and Markets tag or other municipality's tag shall be surrendered to the city clerk and the City of Syracuse tag shall be

worn by the dog at all times.

- (c) A dog participating in a dog show is exempted from wearing an identification tag only for the duration of the show.
- (d) No identification tag shall be affixed to the collar of any dog other than the one to which it was assigned.
- (e) Any guide dog, service dog, hearing dog or detection dog may wear a special tag for identifying such dog, provided that such tag shall be in addition to the identification tag required by the city. Such tag shall be a different color, shape and imprint than the city identification tag and may be provided by the city at the expense of the owner.
- (f) Lost tags shall be replaced at the expense of the owner at a fee set by ordinance.

(Gen. Ord. No. 44-2010, 12-6-10)

Sec. 16-25.8. - Change of address.

When there is a change of address for the owner of record, the owner shall notify the city clerk's office of such change. If the change is still within the City of Syracuse, the city clerk will make the appropriate updates to the electronic dog license record. If the change is located outside the City of Syracuse, the city clerk shall make a note in the record and cancel the license. The clerk shall forward an electronic copy of the license and any additional information to the clerk of the municipality to which the owner has moved, informing said clerk that the dog now resides in their municipality.

(Gen. Ord. No. 44-2010, 12-6-10)

Sec. 16-25.9. - Change of ownership.

In the event of a change in the ownership of any dog licensed in the City of Syracuse, the new owner shall immediately make application for a license for such dog. Additionally, the original owner of record shall notify the city clerk's office of the change of ownership. Such original owner of record shall be liable for any violation under this article until such filing is made or until the dog is licensed in the name of the new owner.

(Gen. Ord. No. 44-2010, 12-6-10)

Sec. 16-25.10. - Lost, stolen or deceased dog.

If any dog which has been licensed in the City of Syracuse is lost, stolen or deceased, the owner of record shall notify the city clerk's office within ten (10) days of the discovery of such loss, theft or death.

(Gen. Ord. No. 44-2010, 12-6-10)

Sec. 16-25.11. - Lists of licensed dog owners.

No dog licensing records, information, or lists shall be made available to any person for commercial purposes. This section is not applicable to the third party vendor who is providing dog licensing process services for the city pursuant to a written contract authorized by the mayor and the common council.

(Gen. Ord. No. 44-2010, 12-6-10; Gen. Ord. No. 36-2018, 8-20-18)

Sec. 16-25.12. - Separability.

If any section, paragraph, subdivision, clause, phrase or provision of this article shall be judged invalid or held unconstitutional, it shall not affect the validity of the article as a whole or any part or provision thereof other than the part so decided to be invalid or unconstitutional.

(Gen. Ord. No. 44-2010, 12-6-10)

Sec. 16-25.13. - Transition period.

Notwithstanding any provision hereof, any dog license issued prior to January 1, 2011, in the City of Syracuse shall remain valid for the one-year period governed by such dog license. At the expiration of such dog license issued prior to January 1, 2011, any renewal license shall be governed by the terms of this article. Any such dog license issued prior to January 1, 2011, shall herein be subject to the other applicable provisions of this article effective January 1, 2011.

(Gen. Ord. No. 44-2010, 12-6-10)

Sec. 16-25.14. - Effective date.

This article shall take effect the first day of January 2011.

(Gen. Ord. No. 44-2010, 12-6-10)

ARTICLE 8. - DOG CONTROL

Footnotes:

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Editor's note— Article 8 was amended in its entirety by Gen. Ord. No. 20-1980, adopted July 7, 1980; Gen. Ord. No. 1-1974, adopted January 24, 1974; portions of article 8, as amended by Gen. Ord. No. 1-1974, were amended by Gen. Ord. No. 11-1974, adopted March 25, 1974; prior to January 24, 1974, article 8 had been amended by an ordinance adopted on July 6, 1970 which totally amended and replaced such article and by Gen. Ord. No. 27-1971, adopted October 19, 1971 and Gen. Ord. No. 10-1972, adopted March 13, 1972.

Cross reference— Sentry dogs, Pt. O, § 9-145; pigeon control, Pt. M, § 11-1; animals obstructing sidewalks, Pt. O, § 24-11 et seq.

Sec. 16-26. - Title.

This article shall be known as the dog control ordinance and shall apply to the division of dog control of the department of parks, recreation and youth programs and the Syracuse Police Department.

(Gen. Ord. No. 20-1980, 7-7-80; Gen. Ord. No. 13-2020, 4-27-20)

Editor's note— The catchline for the above section has been supplied by the editor, none being present in the legislation from which it is derived.

Sec. 16-27. - Definitions.

[As used in this article:]

- (A) *At large*—Means any dog that is unleashed and on property open to the public or is on private property not owned or leased by the owner of the dog unless permission for such presence has been obtained. No dog shall be deemed to be at large if it is: (a) a guide dog actually leading a blind person; (b) a police work dog in use for police work; or (c) accompanied by its owner or other responsible person and is actively engaged in hunting or training for hunting on unposted land or on posted land with the permission of the owner of the land.
- (B) *Dog*—Means any member of the species canis familiaris.
- (C) *Dog Control Officer*—Means any individual appointed by the city to assist in enforcement of this ordinance or any authorized officer, agent or employee of an incorporated humane society or similar incorporated dog protective association under contract with the city to assist in the enforcement of this ordinance.
- (D) *Domestic animal*—Means any domesticated sheep, horse, cattle, goat, swine, fowl, duck, goose, turkey, confined domestic hare or rabbit, pheasant or other bird which is raised in confinement under license from the state department of environmental conservation before release from captivity, except that the varieties of fowl commonly used for cock fights shall not be considered domestic animals for the purpose of this article.
- (E)

Euthanize—Means to bring about death by a humane method.

- (F) *Guide dog*—Means any dog that is trained to aid the blind and is actually used for such purpose, or any dog owned by a recognized guide dog training center located within the city during the period such dog is being trained or bred for such purpose.
- (G) *Harbor*—Means to provide food or shelter to any dog.
- (H) *Identification tag*—Means a tag which sets forth an official identification number as required by the provisions of the Agriculture and Markets Law.
- (I) *Identified dog*—Means any dog carrying an identification tag as provided in section one hundred twelve of the Agriculture and Markets Law.
- (J) *Official Identification Number*—Means a series or combination of letters, numbers of symbols approved and furnished by the commissioner of the New York State Department of Agriculture and Markets.
- (K) *Owner*—Means any person who harbors or keeps any dog.
- (L) *Owner of record*—Means the person in whose name any dog was last licensed, except that if any license is issued on application of a person under eighteen (18) years of age, the owner of record shall be deemed to be the parent or guardian of such person.
- (M) *Police work dog*—Means any dog owned or harbored by any state or municipal police department or any state or federal law enforcement agency which has been trained to aid law enforcement officers and is actually being used for police work purpose.
- (N) *Bite*—Shall include any abrasion of the skin.
- (O) *Leash*—A securely fastened restraint not more than six (6) feet long held by a responsible person.
- (P) *Sentry dog*—Dogs duly controlled and licensed pursuant to Chapter 9 of these Revised General Ordinances.
- (Q) *Public nuisance dog*—Any dog which is permitted to howl, bark or whine excessively; molest passersby; chase vehicles; attack persons or other animals; or defecate on or damage property other than that of the owner.

(Gen. Ord. No. 20-1980, 7-7-80)

Sec. 16-28. - Restrictions.

No person shall keep, harbor or otherwise maintain a dog within the city of Syracuse except in conformance with the following conditions:

- (A) Every dog shall be licensed as required under article 7 of the Agriculture and Markets Law.
- (B) Every dog shall be leashed unless on property owned or leased by the owner of the dog or

unless permission for such presence on other property has been obtained. This subsection shall not apply to guide dogs or sentry dogs.

- (C) No dog, even though leashed, shall enter public buildings, restaurants or stores; or enter upon public or private school property between the hours of 8:00 a.m. and 5:00 p.m. during days when classes are in session without the owner first obtaining the written consent of school authorities. This subsection shall not apply to guide dogs or sentry dogs.
- (D) The control of dogs on property of the Syracuse Hancock International Airport shall be governed by Chapter 3 Appendix A, Article II, Section 2.6 of the Revised General Ordinances.
- (E) No owner shall maintain a dog which is permitted to howl, bark or make other objectionable sounds habitually or continuously so as to disturb the peace and quiet of a reasonable person of normal sensitivities during the day or night except a sentry dog for whom a license has been issued pursuant to chapter 9 of these Revised General Ordinances; or to molest passersby; chase vehicles or attack persons or other animals; or to cause damage or destruction to, or defecate upon the property of persons other than the owner.
- (F) No person shall maintain any dog which shall attack or bite any person or other animal, or which chases any person in such manner as to put such person in reasonable apprehension of bodily harm or injury.
- (G) *Female dogs in heat*—It shall be the duty of the owner of any female dog to confine such dog during the period when it is in heat or season in a boarding kennel or veterinary hospital or in the owner's house except that the dog may be exercised by the owner while on a securely fastened leash nor more than six (6) feet long.

(Gen. Ord. No. 20-1980, 7-7-80; Gen. Ord. No. 31-1981, 9-14-81; Gen. Ord. No. 30-1987, 9-8-87)

Sec. 16-29. - Veterinary charges.

Where a stray or uncontrolled dog is seriously injured or ill and requires emergency medical treatment, a city dog control officer may incur reasonable charges on behalf of the city to a licensed veterinarian who provides services to such dog.

(Gen. Ord. No. 20-1980, 7-7-80)

Sec. 16-30. - Seizure and impoundment.

- (A) The dog control officers or any peace officer shall seize and impound in an animal shelter designated by the common council any dog which is found:

- (1) Unlicensed, on or off the owner's premises.
- (2) Not wearing the required license tag, and off the owner's premises.
- (3) Unleashed, whether or not tagged or licensed, except where found on property owned or leased by the owner of the dog or on other property when permission for such presence has been obtained.

- (B) If the dog seized bears a license tag, the dog control officer shall ascertain the owner of the dog and shall immediately notify the owner, in writing, pursuant to section 118.6 of the Agriculture and Markets Law, that the dog has been seized and may be destroyed unless redeemed as herein provided.
- (C) Authorized pick ups. The dog control division shall transport any dog, cat or other domesticated animals at the request of the Syracuse Police Department, the Syracuse Fire Department or the department of parks, recreation and youth programs to a shelter in those cases where the owner is either incarcerated or incapacitated. It shall be the owner's responsibility to pay any boarding or veterinary charges as a result of such a request. The city shall not be liable for disposition of these animals as a result of such a request.
- (D) The dog control officer or any peace officer is hereby authorized to seize any dog that in his judgment presents a danger to public health, welfare or safety.
- (E) Seizure of a dog shall not exempt the owner from other penalties herein provided.

(Gen. Ord. No. 20-1980, 7-7-80; Gen. Ord. No. 13-2020, 4-27-20)

Sec. 16-30.1. - Redemption of seized dogs.

- (A) An unlicensed dog may be redeemed by its owner within three (3) days of its seizure, provided that the owner shall first produce a license for the dog and pay a seizure fee equal to ten dollars (\$10.00) plus current daily animal shelter fees and any veterinarian fees for an owner's first offense in a twelve (12) month period; provided further that the seizure fee shall be equal to fifteen dollars (\$15.00) plus current daily shelter fees and any veterinarian fees for an owner's second offense in a twelve (12) month period; provided further that the seizure fee shall be equal to twenty dollars (\$20.00) plus current daily shelter fees and any veterinarian fees for an owner's third and subsequent offenses in a twelve (12) month period.
- (B) A dog bearing a license tag may be redeemed by its owner within nine (9) days of its seizure, provided that the owner shall, first pay a seizure fee equal to five dollars (\$5.00) plus current daily animal shelter fees and any veterinarian fees for an owner's first offense in a twelve (12) month period; provided further that the seizure fee shall be equal to ten dollars (\$10.00) plus current daily shelter fees and any veterinarian fees for an owner's second offense in a twelve (12) month period; provided further that the seizure fee shall be equal to fifteen dollars

(\$15.00) plus current daily shelter fees and any veterinarian fees for an owner's third and subsequent offenses in a twelve (12) month period.

- (C) All fees pursuant to this ordinance shall be made payable to the division of dog control.
- (D) Any dog which is impounded and not redeemed within the above period and in the manner provided herein shall be disposed of in accordance with article 7 of the Agriculture and Markets Law, except that such unredeemed impounded dog may be delivered for adoption to any responsible adult provided that such dog is spayed or neutered and licensed before released from the custody of the pound. If in the judgment of the custodian of the pound it is impractical or detrimental to the health of the dog to spay or neuter such dog before delivery for adoption, said custodian may nevertheless deliver a dog that has not been spayed or neutered provided that arrangements have been made to assure the spaying or neutering of the dog within a reasonable time after delivery for adoption.
- (E) When in the judgment of a licensed veterinarian it is determined that a dog shall be destroyed for humane reasons, such dog may be humanely destroyed without regard to any time limitations otherwise established herein. However, the owner of such dog is still liable for payment of the seizure fees and other charges.
- (F) Seizure fees and current daily shelter fees and any veterinarian fees are to be paid at the time of redemption.

(Gen. Ord. No. 20-1980, 7-7-80)

Sec. 16-30.2. - Dog control officer.

All dog control officers are assigned to the Patrol Services Division of the Syracuse Police Department. Personnel management responsibilities for the division of dog control are handled by the Syracuse Police Department.

Any dog control officer or any peace officer authorized by the city to assist in the enforcement of this article may serve any process related to any proceeding, whether criminal or civil in nature and including an appearance ticket, undertaken in accord with the provisions of this article or any local law. When a dog control officer does not personally witness an act for which an appearance ticket can be issued, the complainant must make a written complaint before an appearance ticket will be issued.

(Gen. Ord. No. 20-1980, 7-7-80; Gen. Ord. No. 13-2020, 4-27-20)

Editor's note— Gen. Ord. No. 20-1980 designated the above section as 16-31, even though a section 16-31 already existed in article 9; the editor has redesignated the section as section 16-30.3 to avoid confusion.

Sec. 16-30.3. - Biter dogs.

Upon notification by the Syracuse Police Department or the department of parks, recreation and youth programs it shall be the responsibility of the dog control division to seize and transport any stray biter dog. Stray dog shall mean any dog whose owner is unidentifiable. Upon request by the Onondaga County Health Department, the dog control division will cooperate in transporting any owned biter dog to a shelter designated by the Onondaga County Health Department. No costs shall be incurred by the city in such cooperation.

(Gen. Ord. No. 20-1980, 7-7-80; Gen. Ord. No. 13-2020, 4-27-20)

Editor's note— Gen. Ord. No. 20-1980 designated the above section as 16-32, even though a section 16-32 already existed in article 9; the editor has redesignated the section as section 16-30.3 to avoid confusion.

Sec. 16-30.4. - Penalties.

- (a) Any violation of this article except for unleashed dogs which shall be governed by (c) and (d) below shall be deemed an offense and shall be punishable by a fine of not more than twenty-five dollars (\$25.00) except that [(i)] where the person was found to have violated this article, except for unleashed dogs, within the preceding five (5) years the fine may be not more than fifty dollars (\$50.00) and (ii) where the person was found to have committed two (2) or more such violations, except for unleashed dogs, within the preceding five (5) years, it shall be punishable by a fine of not more than one hundred dollars (\$100.00) or imprisonment for not more than fifteen (15) days, or both; or
- (b) The city may as an alternative remedy for any violation of this article, except for unleashed dogs which shall be governed by (c) and (d) below, initiate a civil action or proceeding to recover from the owner the penalties provided herein, plus statutory fees and costs:
 - (1) Any violation, except for unleashed dogs, twenty-five dollars (\$25.00) except that (i) when the person was found to have violated this article, except for unleashed dogs, within the preceding five (5) years the civil penalty may be not more than fifty dollars (\$50.00) and (ii) where the person was found to have committed two (2) or more violations of this article, except for unleashed dogs, within the preceding five (5) years the civil penalty may be not more than one hundred dollars (\$100.00).
- (c) Any violation of this article relative to unleashed dogs shall be deemed an offense and shall be punishable by a fine in an amount not to exceed five hundred dollars (\$500.00) or by imprisonment not to exceed fifteen (15) days or by both fine and imprisonment.
- (d) The city may as an alternative remedy for any violation of this article relative to unleashed

dogs initiate a civil action or proceeding to recover from the owner the penalties in an amount not to exceed five hundred dollars (\$500.00) plus statutory fees and costs.

(Gen. Ord. No. 20-1980, 7-7-80; Gen. Ord. No. 40-2001, 8-20-01)

Editor's note— Gen. Ord. No. 20-1980 designated the above section as 16-33, even though a section 16-33 already existed in article 9; the editor has redesignated the section as 16-30.4 to avoid confusion.

Sec. 16-30.5. - Severability.

If any part of this ordinance [article] shall be held void, such part shall be deemed severable and the invalidity thereof shall not effect the remaining parts of this ordinance [article].

(Gen. Ord. No. 20-1980, 7-7-80)

Editor's note— Gen. Ord. No. 20-1980 designated the above section as section 16-34, even though a section 16-34 already existed in article 9; the editor has redesignated the section as 16-30.5 to avoid confusion.

Sec. 16-30.6. - Reserved.

Editor's note— Gen. Ord. No. 44-2010, adopted Dec. 6, 2010, renumbered § 16-30.6, collection of annual fees for dog licenses issued for spayed or neutered dogs and for unspayed and unneutered dogs, as § 16-25.5.2.

ARTICLE 8.1. - DOGS DISTURBING THE PEACE

Sec. 16-30.6.1. - Scope.

This article shall be known as the "Dog Disturbance of the Peace Ordinance" and shall be read in conjunction with the Dog Control Ordinance (Article 8 herein) and the Dangerous Dog Ordinance (Article 8.5 herein); however, if any section, paragraph, subdivision or clause herein is in conflict with the Dog Disturbance of the Peace Ordinance, said section, paragraph, subdivision or clause shall supersede Article 8 and/or Article 8.5.

(Gen. Ord. No. 18-1998, 8-24-98)

Sec. 16-30.6.2. - Definitions.

As used in this article:

- (1) *Disturbance of the peace* shall mean and include the actions of a dog, including but not limited to barking, howling, whining excessively, the making of objectionable sounds habitually or continuously so as to disturb the quiet enjoyment of a reasonable person of normal sensitivities during the day or night, or any such other noise that is continuous and excessive in its sound and duration.
- (2) *Premises* shall mean the land surrounding the home, office, structure or other dwelling where the dog is housed including areas that are fenced off but excluding any interior of any home, dwelling, or building.

(Gen. Ord. No. 18-1998, 8-24-98)

Sec. 16-30.6.3. - Regulations and prohibitions.

No person owning or harboring or having the care or custody of a dog shall suffer or permit such dog to disturb the peace and quiet enjoyment of the surrounding neighborhood.

(Gen. Ord. No. 18-1998, 8-24-98)

Sec. 16-30.6.4. - Enforcement.

- (a) Upon receiving a complaint, the dog control officer shall investigate to ascertain if a dog is disturbing the peace. The dog control officer shall obtain affidavit(s) from any complainant(s) who contend that a particular dog is disturbing the peace.
- (b) If the dog officer determines that a dog is disturbing the peace then the owner shall be notified, either by personal service or by certified mail that the dog is in violation of Article 8.1 of the Revised General Ordinances of the city and subject to seizure if the disturbance continues unabated, and, in addition, the penalties authorized by section 16-30.4 shall be imposed.
- (c) If the dog continues to disturb the peace after the owner has been notified pursuant to section 16-30.4 and subsection 16-30.6.4(b) then the dog officer shall notify the owner, either by personal service or by certified mail, that the dog is continuously violating the City of Syracuse's Dog Ordinance and that such dog shall be subject to seizure if the disturbance of the peace continues unabated after the aforementioned notice has been received by the owner. In addition, the dog officer shall issue an appearance ticket to impose the fine authorized by section 16-30.6.5. herein.
- (d)

If the dog control officer, upon information and belief, determines that the dog continues to disturb the peace after the aforementioned penalties and warnings set forth in subsections (b) and (c) herein have been issued, then the dog control officer is authorized to take the following actions:

- (1) If the dog control officer has personal knowledge and reasonable belief that the dog continues to disturb the peace, then he may enter upon the premises in order to seize the dog in accordance with section 16-30 of Article 8. Upon seizure of the dog, the dog control officer shall provide notice to the owner, either by personal service or by certified mail, that the dog has been seized in accordance with the procedure set forth in Article 8.1 and as part of said notice the dog officer shall provide a detailed description of the redemption process set forth in section 16-30.1 of Article 8.
- (2) If the dog control officer is in receipt of a complaint that the dog continues to disturb the peace, but he does not have personal knowledge of the same, he shall investigate and obtain affidavit(s) from the complaining party. The dog control officer shall then submit such affidavit(s), with any other relevant information, to a city court judge for the purpose of obtaining an order authorizing the dog control officer to enter upon the property in order to seize the dog pursuant to this article. The corporation counsel shall assist the dog control officer in effectuating this process.

(Gen. Ord. No. 18-1998, 8-24-98)

Sec. 16-30.6.5. - Penalties.

- (a) Any violation of Article 8.1 shall be deemed an offense and shall be punishable by a fine of not less than one hundred dollars (\$100.00) nor more than one hundred fifty dollars (\$150.00) or by imprisonment for not exceeding fifteen (15) days or by both fine and imprisonment.
- (b) The city may, in addition or as an alternative remedy for any violation of Article 8.1, initiate a civil action or proceeding to recover from the owner the penalties provided herein, plus statutory fees and costs.

(Gen. Ord. No. 18-1998, 8-24-98)

Sec. 16-30.6.6. - City agency coordination.

The department of parks, recreation and youth programs and the Syracuse Police Department are hereby designated as the lead agencies for the control of dogs within the city of Syracuse. As such the chief of police shall direct and assist the dog control staff to coordinate resolution of all dog complaints with the parks commissioner and the director of code enforcement as necessary to enforce the provisions of this article and other applicable laws, local laws, ordinances and rules and regulations. In order to facilitate the prompt and efficient resolution of dog complaints the chief of police and the parks

commissioner shall establish a central registry of complaints in order to track repeat offenders and coordinate the prosecution of such offenses with other city agencies and the court.

(Gen. Ord. No. 18-1998, 8-24-98; Gen. Ord. No. 13-2020, 4-27-20)

Sec. 16-30.6.7. - Severability.

If any part of this ordinance (article) shall be held void, such part shall be deemed severable and the invalidity thereof shall not effect the remaining parts of this ordinance (article).

(Gen. Ord. No. 18-1998, 8-24-98)

ARTICLE 8.5. - DANGEROUS DOGS

Footnotes:

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Editor's note— Gen. Ord. No. 44-1993, adopted Sept. 13, 1993 amended the Code by adding a new Art. 8(A), §§ 16-34.1—16-34.6. In order to conform to the organization and numbering of Code provisions, the editor has redesignated the provisions of Gen. Ord. No. 44-1993 as Art. 8.5, §§ 16-30.6.8—16-30.11.

Cross reference— Sentry dogs, Pt. O, § 9-145 et seq.; dog control, Pt. O, § 16-26 et seq.

Sec. 16-30.6.8. - Scope.

This article shall be known as the Dangerous Dog Ordinance and shall be read in conjunction with the Dog Control Ordinance (Article 8 herein); however, if any section, paragraph, subdivision or clause herein is in conflict with the Dog Control Ordinance, said section, paragraph, subdivision or clause shall supersede Article 8.

(Gen. Ord. No. 44-1993, 9-13-93)

Editor's note— To correct a duplication in section numbers, the editor has renumbered Art. 8.5, § 16-30.6 as § 16-30.6.8.

Sec. 16-30.7. - Definitions.

(a) As used in this article, *dangerous dogs* shall mean and include:

- (1) Any dog with a known propensity, tendency or disposition to attack unprovoked, to cause injury or to otherwise endanger the safety of human beings who are peacefully conducting themselves in any place where they lawfully may be or domestic animals while such animals are in any place where they may lawfully be; or

- (2) Any dog which attacks a human being, dog, cat, or domestic animal without provocation and said human being, dog, cat, and/or domestic animal are peacefully conducting themselves where they may lawfully be; or
- (3) Any dog owned or harbored primarily or in part for the purpose of dog fighting or any dog trained for dog fighting; or
- (4) Any dog that would be a "dangerous dog" pursuant to section 121 of the Agriculture and Markets Law of the State of New York.

(b) As used in this article, *owner* shall mean and include: Any person or legal entity having a possessory property right in a dog or who harbors, cares for or exercises control over a dog or knowingly permits a dog to remain on premises occupied by him.

(Gen. Ord. No. 44-1993, 9-13-93; Gen. Ord. No. 38-1995, 10-23-95)

Sec. 16-30.8. - Regulations and prohibitions; dangerous dogs.

- (a) No person owning or harboring or having the care or custody of a dangerous dog shall suffer or permit such dog to go unconfined on the premises of such person. A dangerous dog is "unconfined" as the term is used in this section if such dog is not securely confined indoors or confined in a securely enclosed and locked pen or a dog run area upon the premises of said person and if such premises do not display a sign clearly legible and visible from outside the premises that a dangerous dog is harbored therein. Such pen or dog run area must also have either sides six (6) feet high or a secure top. If the pen or structure has no bottom secured to the sides, the sides must be imbedded into the ground no less than one foot. Any pen, structure or fence constructed shall comply with any ordinances or local laws heretofore enacted by the City of Syracuse.
- (b) No person owning or harboring, or having the care of a dangerous dog shall suffer or permit such dog to go beyond the premises of such person unless such dog is securely muzzled and restrained with a chain having a minimum tensile strength of three hundred (300) pounds and not exceeding three (3) feet in length.
- (c) No person shall own or harbor any dog for the purpose of dog fighting, or train, torment, badger, bait or use any dog for the purposes of causing or encouraging said dog to unprovoked attacks upon human beings or domestic animals.
- (d) No person shall possess with intent to sell, or offer for sale, breed, or buy or attempt to buy within the city any dangerous dog.
- (e) The owner of a dangerous dog shall maintain, in full force and effect, a liability insurance policy of one hundred thousand dollars (\$100,000.00) for personal injury or death of any person resulting from an attack of such dangerous dog.

(Gen. Ord. No. 44-1993, 9-13-93)

Sec. 16-30.9. - Enforcement.

- (a) In the event that a dog control officer or any person has probable cause to believe that a dangerous dog is being harbored or cared for in violation of section 16-30.8 herein, the dog control officer or person may petition Syracuse city court to order the seizure and impoundment of the dangerous dog pending a hearing pursuant to section 121 of the Agriculture and Markets Law. In the event that a dog control officer has probable cause to believe that a dangerous dog is being harbored or housed in violation of subsections 16-30.8(a) and (b) and presents a clear and present danger to persons or domestic animals, the dog control officer may seize and impound the dangerous dog immediately and shall within forty-eight (48) hours seek court order of impoundment pending a hearing pursuant to the Agriculture and Markets Law.
- (b) In addition to the order of confinement or destruction of the dog which may be impounded pursuant to section 121 of the Agriculture and Markets Law, the Court may impose penalties as provided in section 16-30.10 herein.

(Gen. Ord. No. 44-1993, 9-13-93)

Sec. 16-30.10. - Penalties.

- (a) Any person violating any provision of this article shall be guilty of a misdemeanor punishable by a fine not to exceed one hundred fifty dollars (\$150.00) or imprisonment not to exceed one hundred fifty (150) days, or both such fine and imprisonment.
- (b) In lieu of criminal prosecution, violation of this article may be prosecuted as a civil violation subject to a civil penalty not to exceed five hundred dollars (\$500.00).
- (c) Any dangerous dog which attacks a human being, dog, cat, or another domestic animal may be ordered destroyed when in the court's judgment such dangerous dog represent a continuing threat of serious harm to human beings, dogs, cats, or other domestic animals.
- (d) Any person found guilty of violating this section shall pay all expenses, including shelter, food and veterinary expenses necessitated by the seizure of any dog for the protection of the public, and such other expenses as may be required for the destruction of any such dog.

(Gen. Ord. No. 44-1993, 9-13-93; Gen. Ord. No. 38-1995, 10-23-95)

Sec. 16-30.11. - Severability.

- (a) If any section, paragraph, subdivision, or clause of this ordinance shall be adjudged invalid,

such adjudication shall apply only to the section, paragraph, subdivision, or clause so adjudged, and the balance of this article shall remain valid and effective.

(Gen. Ord. No. 44-1993, 9-13-93)

ARTICLE 8.7. - PROTECTION OF DOGS

Sec. 16-30.12. - Short title; scope.

This article shall be known as the Syracuse Dog Protection Ordinance and shall apply to the division of dog control of the department of parks, recreation and youth programs and the Syracuse Police Department.

(Gen. Ord. No. 29-2018, 6-18-18; Gen. Ord. No. 13-2020, 4-27-20)

Sec. 16-30-13. - Findings.

Often referred to as "man's best friend," dogs are companions, valued for the animals' loyal behavioral traits and ability to be kept in close proximity to people in domestic situations. Some dogs are left outdoors without means to protect themselves. These animals are exposed and vulnerable to changing weather conditions. In the city of Syracuse, weather conditions are famously known to change quickly and dramatically. By way of example, dangerous conditions include: temperatures at extreme ends of the spectrum, subzero wind chills, sun, thunderstorms, and high humidity. No dog should be left outside, tethered and exposed to the weather for prolonged periods when the temperature falls below the freezing point of water. With temperatures below the freezing point, a dog may experience harm and damage to its skin, causing pain. Similarly, dogs left outside, tethered and exposed for prolonged periods when the temperature rises to greater than 90° Fahrenheit are believed likely to experience heatstroke or other bodily harm.

Consistent with Municipal Home Rule Law and the Revised General Ordinances of the city of Syracuse, this article provides for the health and well-being of dogs in the city of Syracuse by regulating the manner in which dogs may be kept outdoors. This article is intended to provide greater protection for tethered dogs than found within New York State Agriculture and Markets Law Sections 353-b and 353 at the time of adoption. Humane treatment of dogs not only provides these animals with a better quality of life, but may also reduce the likelihood of dogs having harmful behaviors towards other animals. It is believed that most dogs tethered outside for prolonged periods do not have adequate protection.

Specifically excluded from coverage under this article shall be those dogs who are used as working dogs or hunting dogs, as it is believed that the risks of harm to such dogs is not present in the same way.

(Gen. Ord. No. 29-2018, 6-18-18)

Sec. 16-30-14. - Prohibition.

No person who owns or has custody or control of a dog shall knowingly leave such dog tethered outdoors for longer than a period of two (2) continuous hours at such time as when either (1) the actual air temperature is lower than 32° Fahrenheit (not accounting for wind chill), (2) the actual air temperature is greater than 90° Fahrenheit (no accounting for humidity levels), or (3) during such period of time as extreme weather conditions exist, where any such condition in (1), (2), or (3) above is actually known to such person or reasonably should have been known to such person. Actual harm or injury need not be shown to prove a violation of the prohibition in this subsection.

- (a) *Rebuttable presumptions.* Extreme weather conditions shall be presumed to have been present in the event that a weather alert was in effect for a region reasonably construed and commonly understood to be affecting the region in which the dog was left outdoors and during such time as the dog was left outdoors.

A dog exhibiting signs of frostbite shall be presumed to have been left outdoors for longer than a period of two (2) continuous hours at such time as when the actual air temperature was lower than 32° Fahrenheit.

A dog exhibiting signs of heatstroke shall be presumed to have been left outdoors for longer than a period of two (2) continuous hours at such time as when the actual air temperature was greater than 90° Fahrenheit.

- (b) *Exceptions.* This article shall not apply:

- (1) To working dogs;
- (2) To hunting dogs;
- (3) To dogs on a leash or other restraint under direct supervision or control of persons actively engaged in recreational activities, including walking, jogging, or running; and
- (4) To dogs required to be tethered under an applicable law, rule, regulation, or court order.

- (c) *Definitions.* For purposes of this article, the terms listed below have specific definitions, as follows:

- (1)

Extreme weather conditions shall include inclement weather, being weather conditions that are likely to adversely affect the health or safety of the dog, including but not limited to rain, sleet, ice, snow, wind, or extreme heat and cold, and otherwise consistent with the provisions of New York State Agriculture and Markets Law Section 353-b (1) (b), as may be amended from time to time.

- (2) *Weather alert* shall mean a broadcast of the National Weather Service regarding one of the following weather-related events, reasonably construed to be affecting the region in which the dog was left outdoors: blizzard warning, severe thunderstorm (watch or warning), severe weather statement, tornado (watch or warning), winter storm (watch or warning).
- (3) *Outdoors* shall mean a location outside a permanent structure capable of habitation or occupancy by people during an extreme weather event or period of time with temperatures falling below 32° Fahrenheit or greater than 90° Fahrenheit (depending on the applicable weather conditions), such as a house, apartment building, or office building. Examples of non-suitable outdoor structures include, without limitation, wire cages and non-insulated structures, including those made of plastic (e.g., calf hutch).
- (4) *Tether* shall include the actions of leashing, fastening, securing, chaining, tying, or otherwise restraining a dog to any stationary object outdoors.
- (5) *Working dog* shall mean any dog that is trained to herd and/or protect livestock, control bird and/or wildlife populations, or otherwise is actually or has been used in connection with farming or agricultural purposes.
- (6) *Hunting dog* shall mean any dog that is trained to aid in taking of wildlife and is actually or has been used for such purposes, consistent with applicable law or regulation, including Environmental Conservation Law Section 11-0923, and local permits.

(Gen. Ord. No. 29-2018, 6-18-18)

Sec. 16-30.15. - Enforcement, penalties, and registration obligations.

- (a) *Enforcement officers.* This article shall be enforced by the city of Syracuse Dog Control Officers, city of Syracuse Police Officers, Onondaga County Sheriff's Office, or designee, and may also be enforced by any police officer, local dog control officer, peace officers, animal control officer, New York State Police, having jurisdiction within Onondaga County, or any other officers as may be designated by the common council via ordinance from time to time (where any such officer shall be an "enforcement officer"). Such enforcement officers shall have the authority to enforce the provisions of this article and to take such necessary and related enforcement actions, including, without limitation, accepting, recording, and investigating complaints, issuing appearance tickets, obtaining supporting depositions, and

preparing and submitting criminal and civil complaints to a court of competent jurisdiction.

- (b) *Classification of offense.* Any person who violates the prohibition found within section 16-30.14 of this article, shall, upon conviction thereof, be guilty of a violation, as defined in Section 55.10 of the New York State Penal Law, as may be amended from time to time. Each calendar day in which such person violates section 16-30.14 of this article shall constitute a separate offense.
- (c) *Penalties and registration.* The court, in its discretion, may impose a sentence of imprisonment to be fixed by the court for a term not to exceed fifteen (15) days, consistent with Section 70.15(4) of the New York State Penal Law, a sentence to pay an amount to be fixed by the court not exceeding the amount of two hundred fifty dollars (\$250.00), consistent with Section 80.05(4) of the New York State Penal Law, or both.

The court may also elect to cause the dog(s) underlying the basis of the conviction to be surrendered or otherwise forfeited by the person after such conviction. The surrender or forfeiture shall be to an enforcement officer, as provided herein above.

In lieu of or in addition to any other penalty imposed under this article, the court may impose upon any person who fails to comply with section 16-30.14 of this article a civil penalty, enforceable and collectable by the city of Syracuse, in the amount of one hundred fifty dollars (\$150.00) for a first offense, two hundred fifty dollars (\$250.00) for a second offense, and five hundred dollars (\$500.00) for each additional offense.

- (d) *Disposition of fines.* All fines collected pursuant to this article shall be the sole property of the city of Syracuse, kept and accounted for separately, to be used for promoting animal welfare within the city of Syracuse including, programs of public education.

(Gen. Ord. No. 29-2018, 6-18-18)

Sec. 16-30.16. - Severability.

If any clause, sentence, paragraph, section, subdivision or other part of this article or its applications shall be adjudged by a court of competent jurisdiction to be invalid or unconstitutional, such order or judgment shall not affect, impair, or otherwise invalidate the remainder of this article which shall remain in full force and effect except as expressly limited by such order or judgment.

(Gen. Ord. No. 29-2018, 6-18-18)

Sec. 16-30.17. - Reverse preemption.

This law shall be null and void on the day that statewide or federal legislation goes into effect, incorporating either the same or substantially similar provisions as are contained in this law, or in the

event that a pertinent state or federal administrative agency issues and promulgates regulations preempting such action by the city of Syracuse. The Syracuse Common Council may determine via resolution whether or not identical or substantially similar statewide legislation has been enacted for the purposes of triggering the provisions of this section.

(Gen. Ord. No. 29-2018, 6-18-18)

Sec. 16-30.18. - Effective date.

This article shall take effect immediately.

(Gen. Ord. No. 29-2018, 6-18-18)

Ordinance No.

2023

**ORDINANCE AUTHORIZING AN AGREEMENT
BETWEEN THE CITY OF SYRACUSE AND
SECOND CHANCE CANINE ADOPTION
SHELTER AND/OR FRIENDS OF SECOND
CHANCE SHELTER INC. TO ASSIST THE CITY
WITH DOG ADOPTIONS**

BE IT ORDAINED, that the Mayor, on behalf of the City of Syracuse, is hereby authorized to enter into an agreement with Second Chance Canine Adoption Shelter and/or Friends of Second Chance Shelter Inc. to assist the City with the adoption of dogs that have been picked up and held by City of Syracuse Dog Control and/or Animal Cruelty Officers at no cost to the City; all dogs eligible for adoption will be cared for, treated, properly documented, and released from the contracted City shelter in compliance with New York State Agriculture and Markets Law; and

BE IT FURTHER ORDAINED, the initial term of the agreement shall be for the period April 1, 2023 through March 31, 2024 with the option of two (2) additional one year extensions for the periods of April 1, 2024 through March 31, 2025 and April 1, 2025 through March 31, 2026, subject to approval of the Mayor and Common Council; and

BE IT FURTHER ORDAINED, the agreement shall be subject to the approval of the Corporation Counsel as to terms, form and execution.



10

SYRACUSE DEPARTMENT OF PARKS, RECREATION & YOUTH PROGRAMS

CITY OF SYRACUSE, MAYOR BEN WALSH

March 7, 2023

Julie LaFave
Commissioner

Patricia McBride, City Clerk
City Hall, Room 231
Syracuse, NY 13202

RE: REQUEST FOR LEGISLATION

Dear Ms. McBride:

Please prepare legislation for the next scheduled meeting of the Common Council requesting authorization to enter into an agreement with Second Chance Canine Adoption Shelter and/or Friends of Second Chance Shelter Inc. to work alongside the City of Syracuse to assist in the adoption of dogs that have been picked up and held by City of Syracuse Dog Control and/or Animal Cruelty Officers. All dogs eligible for adoption will have received the necessary care and treatment and been properly documented and released from the contracted City Shelter, as per required by the New York State Department of Agriculture and Markets.

There will be no financial arrangement necessary or required for this agreement. The length of the agreement shall be for 1 year (April 1, 2023 to March 31, 2024), with two 1 year extensions (April 1, 2024 to March 31, 2025 and April 1, 2025 to March 31, 2026).

Please contact me if you have any questions.

Sincerely,

Julie LaFave
Commissioner

Syracuse Department
of Parks, Recreation
& Youth Programs
412 Spencer Street
Syracuse, N.Y. 13204

Office 315 473 4330
Fax 315 428 8513

www.syrgov.net



OFFICE OF MANAGEMENT & BUDGET

CITY OF SYRACUSE, MAYOR BEN WALSH

Timothy M. Rudd
Director

Julie Castellitto
Assistant Director

TO: Mayor Ben Walsh
FROM: Timothy M. Rudd, Director of Management & Budget
DATE: March 7, 2023
SUBJECT: Agreement – Second Chance Canine Adoption Shelter

On behalf of the Department of Parks, Recreation & Youth Programs, I am requesting that the City of Syracuse enter into an agreement with Second Chance Canine Adoption Shelter and/or Friends of Second Chance Shelter Inc. to work alongside the City of Syracuse to assist in the adoption of dogs that have been picked up and held by City of Syracuse Dog Control and/or Animal Cruelty Officers. All dogs eligible for adoption will have received the necessary care and treatment and been properly documented and released from the City Shelter, as per required by the New York State Department of Agriculture and Markets.

There will be no financial arrangement necessary or required for this agreement. The length of the agreement shall be for 1 year (April 1, 2023 to March 31, 2024), with two 1 year extensions (April 1, 2024 to March 31, 2025 and April 1, 2025 to March 31, 2026).

If you agree to enter into this agreement, please indicate by signing below and returning this memo to me so that I may forward a copy to the Common Council along with the legislation request for the next Common Council Meeting.

Thank you for your attention regarding this matter.

Mayor Ben Walsh
City of Syracuse, New York

Date

Office of Management
and Budget
233 E Washington St
Room 213
Syracuse, N.Y. 13202

Office 315 448-8252
Fax 315 448-8116

www.syr.gov.net

ORDINANCE AUTHORIZING A LEASE AGREEMENT BETWEEN THE CITY OF SYRACUSE AND ONONDAGA COUNTY RELATIVE TO A BUILDING ON THE PROPERTY LOCATED AT 6660 EAST SENECA TURNPIKE ON BEHALF OF THE DEPARTMENT OF PARKS, RECREATION & YOUTH PROGRAMS

WHEREAS, the Commissioner of Parks, Recreation & Youth Programs has requested that this Common Council authorize a lease agreement with Onondaga County relative to a building currently known as the Second Chance Canine Adoption Shelter on the property located at 6660 East Seneca Turnpike, Jamesville, New York 13078 (hereinafter referred to as “the Premises”), for \$1.00.; and

WHEREAS, the lease shall be for the period April 1, 2023 through March 31, 2024 with the option of two (2) additional one year extensions for the periods of April 1, 2024 through March 31, 2025 and April 1, 2025 through March 31, 2026, subject to approval of the Mayor and Common Council;

NOW, THEREFORE,

BE IT ORDAINED, that the Commissioner of Assessment, on behalf of the City of Syracuse, be and he hereby is authorized to execute a lease agreement under the following terms:

- (1) The lease agreement shall be for the Premises for the purpose of enabling City and City staff to work inside the facility to move dogs from the contracted City shelter to the Premises, with the goal to adopt them out in coordination with Friends of Second Chance Shelter Inc;
- (2) The term of the lease shall be for one (1) year for the period April 1, 2023 through March 31, 2024 with an option of two (2) additional one year extensions for the periods of April 1, 2024 through March 31, 2025 and April 1, 2025 through March 31, 2026, subject to approval of the Mayor and Common Council;

(3) The City shall pay the County nominal rent of \$1.00 for the term of the lease; and

BE IT FURTHER ORDAINED, that said lease agreement shall be subject to the approval of the Corporation Counsel as to terms, form, and content.



SYRACUSE DEPARTMENT OF PARKS, RECREATION & YOUTH PROGRAMS

CITY OF SYRACUSE, MAYOR BEN WALSH

March 7, 2023

Julie LaFave
Commissioner

Patricia McBride, City Clerk
City Hall, Room 231
Syracuse, NY 13202

RE: REQUEST FOR LEGISLATION

Dear Ms. McBride:

Please prepare legislation for the next scheduled meeting of the Common Council requesting authorization to enter into a lease agreement with Onondaga County for the use of the building, located at 6660 E Seneca Turnpike, Jamesville, NY 13078. The building is currently used exclusively by Second Chance Canine Adoption Shelter. This lease would allow the City and City staff to work inside the facility to move dogs from the contracted City Shelter to this location, with the goal to adopt them out in coordination with Friends of Second Chance Shelter Inc.

The City shall pay Onondaga County nominal rent of \$1.00 for the term of the lease. The length of the agreement shall be for 1 year (April 1, 2023 to March 31, 2024), with two 1 year extensions (April 1, 2024 to March 31, 2025 and April 1, 2025 to March 31, 2026).

Please contact me if you have any questions.

Sincerely,

Julie LaFave
Commissioner

Syracuse Department
of Parks, Recreation
& Youth Programs
412 Spencer Street
Syracuse, N.Y. 13204

Office 315 473 4330
Fax 315 428 8513

www.syrgov.net



OFFICE OF MANAGEMENT & BUDGET

CITY OF SYRACUSE, MAYOR BEN WALSH

Timothy M. Rudd
Director

TO: Mayor Ben Walsh
FROM: Timothy M. Rudd, Director of Management & Budget
DATE: March 7, 2023
SUBJECT: Lease Agreement – Onondaga County


Julie Castellitto
Assistant Director

On behalf of the Department of Parks, Recreation & Youth Programs, I am requesting that the City of Syracuse enter into a lease agreement with Onondaga County for the use of the building, located at 6660 E Seneca Turnpike, Jamesville, NY 13078. The building is currently used exclusively by Second Chance Canine Dog Shelter. This lease would allow the City and City staff to work inside the facility to move dogs from the contracted City Shelter to this location, with the goal to adopt them out in coordination with Second Chance Canine Dog Shelter.

The City shall pay Onondaga County nominal rent of \$1.00 for the term of the lease. The length of the agreement shall be for 1 year (April 1, 2023 to March 31, 2024), with two 1 year extensions (April 1, 2024 to March 31, 2025 and April 1, 2025 to March 31, 2026).

If you agree to enter into this agreement, please indicate by signing below and returning this memo to me so that I may forward a copy to the Common Council along with the legislation request for the next Common Council Meeting.

Thank you for your attention regarding this matter.



Mayor Ben Walsh
City of Syracuse, New York

MAR 07 2023
Date

Office of Management
and Budget
233 E Washington St
Room 213
Syracuse, N.Y. 13202

Office 315 448-8252
Fax 315 448-8116

www.syr.gov.net

Exhibit 4

DEPARTMENT OF PARKS, RECREATION AND YOUTH PROGRAMS DOG CONTROL 01.35100

Program Responsibilities:

The Dog Control Division is charged with administering the City Dog Control Ordinance. The Division is responsible for patrolling over 400 miles of City streets. The staff is responsible 7 days a week and 24 hours a day, to perform services such as: answering complaints concerning unleashed dogs, unlicensed dogs, injured dogs, and injured and sick cats. All dogs and cats picked up are impounded. The owners of dogs that can produce a license are able to redeem their pets by means of a release through the Dog Control Office. Along with thousands of complaints answered each year, the Dog Control Division is also responsible for keeping accurate records of all complaints and dispositions. Dog Control is also responsible for issuing appearance tickets to all violators of Article 7 of the Agriculture and Markets Law, and the Division must also represent the City in court on behalf of Dog Control.

Additionally, the Dog Control Division will include employees responsible for the daily upkeep and care of dogs that are ready to be adopted. These employees will work directly with partner agencies to process the adoptions of the dogs to new owners.

Exhibit 5

DOG CONTROL OFFICER (CITY OF SYRACUSE)

60920 (Competitive)

DISTINGUISHING FEATURES OF THE CLASS

This is routine work performed to enforce dog control laws and ordinances as prescribed by Article 7 of the New York State Agriculture and Markets Law. Incumbents have peace officer status and are responsible for instituting court actions for violations of the applicable laws and ordinances. The work is performed under general supervision and requires skill and the exercise of independent judgment in handling and controlling dogs. The work is sometimes physically demanding or hazardous when it is performed during inclement weather or involves vicious dogs. Supervision is not a function of this class. Does related work as required.

TYPICAL WORK ACTIVITIES

- Patrols in a specially equipped vehicle to observe and take corrective action in cases of unlicensed or unleashed dogs.
- Receives and investigates complaints from the public or a police agency regarding dogs at large, barking or vicious dogs, or injured dogs.
- Seizes or impounds unlicensed dogs or unleashed dogs at large.
- In the case of licensed dogs, informs owners of complaints concerning their dogs and violations of state laws or local ordinances; issues appearance tickets or other process related to violations.
- Maintains records relating to patrol activities, complaints received, investigations and disposition of cases.
- Transports injured or sick dogs to a veterinarian or to a proper official or agency.
- Depending on the area of assignment, may maintain an animal shelter and collect fees for the sale of impounded stray dogs.

FULL PERFORMANCE KNOWLEDGES, SKILLS, ABILITIES AND PERSONAL CHARACTERISTICS

- Good knowledge of the provisions of local ordinances and applicable state laws pertaining to the licensing of dogs.
- Skill in the handling of dogs.
- Ability to deal courteously, tactfully and firmly with the public.
- Ability to understand and carry out written or oral directions.
- Ability to maintain records.
- Ability to operate a personal computer.

MINIMUM QUALIFICATIONS

- A. Graduation from a regionally accredited college or university or one accredited by the New York State Board of Regents to grant degrees with an Associate's degree in criminal justice or animal science; or
- B. Two (2) years of paraprofessional-level work experience, or its part-time equivalent, as an animal control officer or veterinary technician.

SPECIAL NECESSARY REQUIREMENT

Possession of a valid New York State driver's license at the time of appointment.

7/2018 Date of original composition

Exhibit 6

Youth & Adult League Permit Fees

Grass Field	\$50/day and location
Turf Field	\$75/day and location
Burnet Indoor Turf (non-profit rate)	\$75/1 st hour-\$40/hour after

Sporting Equipment Rentals for pop-up recreation events throughout the parks: (boats, paddles, paddleboards, outdoor sporting equipment, etc.)

- \$5/session rental fee

ANIMAL CONTROL FINES: These fines relate to the cost of retrieving a dog once the City’s Dog Control Division has impounded it. A three-tiered fine system has been set up for first, second and any subsequent pick-ups. The seizure fee for a licensed or unlicensed dog is \$10, \$15 and \$20. No dog will be returned to its owner without a City dog license first being obtained. In addition to the seizure fees, there is also an \$11 per day boarding fee and a \$25 shot fee.

FIRE

Year-to-Year Comparison		
2024/2025	2025/2026	Change
484,314	406,000	(78,314)

REPORTS AND PERMITS: The City charges \$.25 per page for copies of fire reports that are requested for insurance and other purposes. In addition, the Fire Code requires certain permits. Charges for those permits are as follows:

<u>Permit Usage</u>	<u>Annual Fee</u>
Welding and Cutting	\$25/Project
Propane	\$25/Year
Tents	\$10 per unit
Fraternity/Sorority inspections	\$250/year
Pyrotechnic Permit	\$25/Event
Burn Permit	\$25/Event

FIRE REIMBURSEMENT-OTHER GOVERNMENTS: Reimbursements from other government agencies that the Syracuse Fire Department assists.

EMS REIMBURSEMENTS – NY STATE: The Department trains firefighters the skills required to be First Responders and Emergency Medical Technicians. New York State reimburses the costs associated with this training, including personnel and supplies.

25-215

Ordinance No.

36

2025

ORDINANCE AUTHORIZING CONTRACT WITH BARKS & REC, LLC WITHOUT ADVERTISING OR COMPETITIVE BIDDING RELATIVE TO PROVIDING ANIMAL SHELTER SERVICES AND BASIC VETERINARY CARE SERVICES, INCLUDING VACCINATION SERVICES FOR THE CITY OF SYRACUSE

WHEREAS, Section 5-205-A of the Charter of the City of Syracuse, as amended, provides the Mayor shall "award contracts for professional services subject to the approval of the Common Council"; and

WHEREAS, the Mayor has waived the competitive bidding process and has approved the retention of Barks & Rec, LLC, under the following terms:

- 1. Barks & Rec, LLC shall provide animal shelter services, basic veterinary care services, including vaccination services for the City of Syracuse, for all dogs dropped off by City of Syracuse Dog Control and/or the Syracuse Police Department;
- 2. The term of the contract shall be for a one-year period, effective January 1, 2025 through December 31, 2025, with the option of two (2) one year renewal periods for January 1, 2026 through December 31, 2026 and January 1, 2027 through December 31, 2027, subject to the approval of the Mayor and the Common Council; and
- 3. The City shall pay to Barks & Rec, LLC an amount not to exceed \$100,000.00 for all services to be provided under this agreement;

NOW, THEREFORE,

BE IT ORDAINED, that the Mayor, on behalf of the City of Syracuse, be and he hereby is authorized to execute such contract, as hereinabove stated, subject to the approval of the Corporation Counsel as to terms, form and execution; and

BE IT FURTHER ORDAINED, that all costs associated with this agreement shall be charged to Budget Account #541500.01.35100 or another appropriate account as designated by the Commissioner of Finance.

City of Syracuse

CITY CLERK'S OFFICE

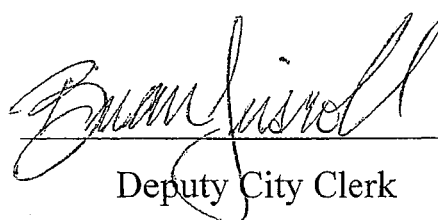
I, BRIAN J. DRISCOLL, Deputy City Clerk of the City of Syracuse, New York do hereby certify that the attached is a true copy of an ORDINANCE:

Adopted by the Common Council on

February 3, 2025

Signed by the Mayor on

February 5, 2025


Deputy City Clerk

TO:

Mayor
Assessment Commissioner
Aviation Commissioner
Board of Elections
Bureau of Accounts
Citizen Review Board
City Auditor
City School District
Code Enforcement
Neighborhood and Business Development
Finance Commissioner
Corporation Counsel
United States Congressperson
Governor of New York State
New York State Senate
New York State Assembly
New York State Senator
Onondaga County Legislature

Management & Budget Director
Parks & Recreation Commissioner
Personnel & Labor Relations Dir.
Police Chief
Public Works Commissioner
Public Works/Bookkeeper
Purchase Department
Real Estate Division
Research Director
Water Department
Zoning Administration
United States Senator
Department of Engineering
Finance/Treasury
Finance (Water Bureau)
Fire Chief
Grants Management Director
Board of Education

City of Syracuse
CITY CLERK'S OFFICE

~~184-2024~~
22-141

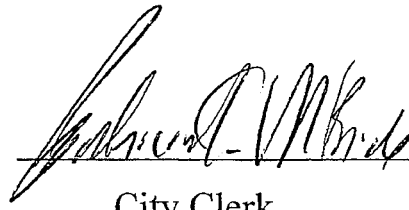
I, PATRICIA K. MCBRIDE, City Clerk of the City of Syracuse, New York do hereby certify that the attached is a true copy of an ORDINANCE:

Adopted by the Common Council on

April 8, 2024

Signed by the Mayor on

April 12, 2024



City Clerk

TO:

Mayor
Assessment Commissioner
Board of Elections
Board of Education
Bureau of Accounts
Citizen Review Board
City Auditor
City School District
Code Enforcement and Zoning
Administration Commissioner
Corporation Counsel
Engineering Department
Human Resources Director
Innovation Office
Information Technology Director
Finance Commissioner

Fire Chief
Management & Budget Director
Neighborhood & Business Development
Commissioner
Parks & Recreation Commissioner
Police Chief
Public Works Commissioner
Purchase Department
Research Director
Water Department
United States Congressperson
United States Senator
Governor of New York State
New York State Senate
New York State Assembly
Onondaga County Legislature

**ORDINANCE AMENDING ORDINANCE
NO. 749-2021 AS LAST AMENDED BY
ORDINANCE NO. 1-2023 AUTHORIZING
CONTRACT WITH BARKS & REC, LLC,
WITHOUT ADVERTISING OR COMPETITIVE
BIDDING, RELATIVE TO PROVIDING ANIMAL
SHELTER SERVICES AND BASIC VETERINARY
CARE SERVICES, INCLUDING VACCINATION
SERVICES, FOR THE CITY OF SYRACUSE**

BE IT ORDAINED, that Ordinance No. 749-2021 as last amended by Ordinance No. 1-2023 is hereby amended to read as follows:

WHEREAS, Section 5-205-A of the Charter of the City of Syracuse, as amended, provides the Mayor shall "award contracts for professional services subject to the approval of the Common Council"; and

WHEREAS, the Mayor has waived the RFP process and has approved the retention of Barks & Rec, LLC, under the following terms:

1. Barks & Rec, LLC shall provide required animal shelter services, basic veterinary care services, including vaccination services for the City of Syracuse, for all dogs dropped off by City of Syracuse Dog Control and/or the Syracuse Police Department;

2. The term of the contract shall be for a one-year period, effective January 1, 2022 through December 31, 2022, with the option of two (2) one year renewal periods for January 1, 2023 through December 31, 2023 and January 1, 2024 through December 31, 2024 subject to the approval of the Mayor and the Common Council; this contract was previously extended for the first one year renewal period effective January 1, 2023 through December 31, 2023 and is hereby extended for the second one year renewal period effective January 1, 2024 through December 31, 2024; and

3. The City shall pay to Barks & Rec, LLC an amount not to exceed \$75,000.00 for all services to be provided under this agreement for the second one year renewal period;

NOW, THEREFORE,

BE IT ORDAINED, that the Mayor, on behalf of the City of Syracuse, be and he hereby is authorized to execute such extended contract, as hereinabove stated, subject to the approval of the

Corporation Counsel as to terms, form and execution; and

BE IT FURTHER ORDAINED, that all costs associated with this extended agreement shall be charged to Budget Account #541500.01.35100 or another appropriate account as designated by the Commissioner of Finance.

_____ = new material

**AMENDMENT NOS. 1 & 2 TO 2022 AGREEMENT
BETWEEN
THE CITY OF SYRACUSE, NEW YORK
AND
BARKS & REC, LLC**

This sets forth an Agreement made this 15 day of August, 2024 by and between the City of Syracuse, a municipal corporation of the State of New York, having its principal offices at City Hall, 233 East Washington Street, Syracuse, New York 13202 (the “City”) and Barks & Rec, LLC, a limited liability company organized and existing under the laws of the State of New York, having offices at 8098 Brewerton Road, Cicero, New York 13039 (the “Contractor”).

RECITALS

WHEREAS, the City and the Contractor entered into an Agreement (authorized by Ordinance No. 749-2021) dated July 13, 2022 that was effective as of January 1, 2022 for the Contractor to provide animal boarding, vaccination, euthanasia and disposal services for the Department of Parks, Recreation and Youth Programs, the Department of Public Works, City of Syracuse Dog Control and the Syracuse Police Department at a cost not to exceed \$75,000.00 for all services to be provided under the Agreement, a copy of this 2022 Agreement is attached hereto as Appendix “A”; and

WHEREAS, the City and the Contractor wish to extend the 2022 Agreement for the first one-year renewal period effective January 1, 2023 through December 31, 2023 at a cost not to exceed \$75,000.00 for all services (authorized by Ordinance No. 1-2023) and for the second one-year renewal period effective January 1, 2024 through December 31, 2024 at a cost not to exceed \$75,000.00 for all services (authorized by Ordinance No. 184-2024) and update the description of services to read “to provide required animal shelter services, basic veterinary care services,

including vaccination services for the City of Syracuse, for all dogs dropped off by City of Syracuse Dog Control and/or the Syracuse Police Department”;

NOW, THEREFORE, in consideration of the promises and covenants herein contained, the parties agree to modify and amend the July 13, 2022 Agreement as follows:

1. The City and the Contractor agree to update the description of the Contractor’s services to reflect the ordinance language. Article 1, Section 101, shall now read: “Barks & Rec, LLC shall provide required animal shelter services, basic veterinary services, including vaccination services for the City of Syracuse, for all dogs dropped off by City of Syracuse Dog Control and/or the Syracuse Police Department.”

2. The Agreement is hereby extended for first one (1) year renewal period effective January 1, 2023 through December 31, 2023 and the second one (1) year renewal period effective January 1, 2024 through December 31, 2024.

3. The cost for all services to be provided under this amended Agreement shall not exceed \$75,000.00 per renewal period.

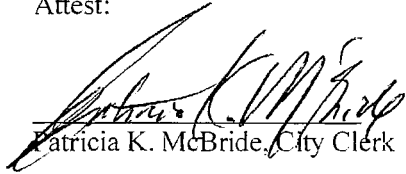
4. All terms and conditions of the July 13, 2022 Agreement not expressly affected or revised by this amendment or any previous amendment shall remain in full force and effect.

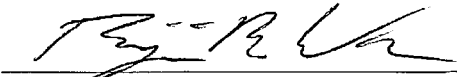
[SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto set their signatures on the dates noted below.

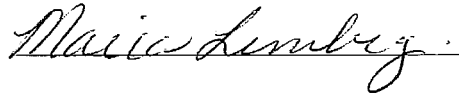
CITY OF SYRACUSE


Attest:


Patricia K. McBride, City Clerk

By: 
Benjamin R. Walsh, Mayor

BARKS & REC, LLC

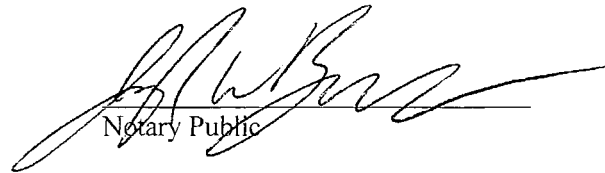
By: 


Print Name


Print Title

STATE OF NEW YORK)
COUNTY OF ONONDAGA)
CITY OF SYRACUSE) ss.:

On this 15th day of August, 2024 before me personally came Benjamin R. Walsh, Mayor of the City of Syracuse, with whom I am personally acquainted, who, being by me duly sworn did depose and say: that he resides in the City of Syracuse, New York; that he is Mayor of the City of Syracuse, the corporation described in and which executed the within instrument; that he knows the corporate seal of said City of Syracuse and it was so affixed pursuant to the Charter of the City and that she signed said instrument as Mayor of said City of Syracuse by like authority; and the said Benjamin R. Walsh further says that he is acquainted with Patricia K. McBride and knows her to be the City Clerk of said City of Syracuse and that the signature of Patricia K. McBride was hereto subscribed pursuant to said Charter.



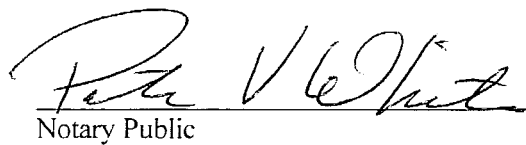
Notary Public

JOSEPH W. BARRY III
Notary Public in the State of New York
Qualified in Onondaga County
No. 02BA5051526
My Commission Expires 11/6/25

STATE OF NEW YORK)
COUNTY OF ONONDAGA) ss.:

On this 15th day of August, 2024 before me personally came Marla Limberg, to me known, who, being by me duly sworn, did depose and say: that she resides in Picero, N.Y., that he/she is the Owner of Barks & Rec, LLC, the corporation described in and which executed the above instrument; that he/she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he/she signed his/her name thereto by like order.

PATRICIA V WHITE
NOTARY PUBLIC-STATE OF NEW YORK
No. 01WH6365688
Qualified in Onondaga County
My Commission Expires 10-10-2025



Notary Public

Appendix "A"

AGREEMENT

This AGREEMENT (the "Agreement") made this 13th day of JULY, 2022 and effective as of January 1, 2022, by and between the CITY OF SYRACUSE, a municipal corporation organized and existing under the laws of the State of New York, having offices at 233 East Washington Street, Syracuse, New York 13202 (hereinafter the "City") and BARKS & REC, LLC, a limited liability company organized and existing under the laws of the State of New York, having offices at 8098 Brewerton Rd, Cicero, New York 13039 (hereinafter the "Contractor").

WITNESSETH

WHEREAS, it is the intention of the City of Syracuse to retain the Contractor to provide animal boarding, vaccination, euthanasia and disposal services for the Department of Parks, Recreation and Youth Programs, the Department of Public Works, City of Syracuse Dog Control and/or the Syracuse Police Department (hereinafter the "Project"); and

WHEREAS, the Contractor will provide said services for a one-year period, effective as of January 1, 2022 through December 31, 2022; and

WHEREAS, the Mayor and the Common Council of the City Syracuse have approved this Agreement pursuant to Ordinance No. 749-2021, and the City wishes to retain the Contractor to provide the services contained herein pursuant to said Council authorization;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the City and Contractor agree as follows:

ARTICLE 1. Contractor's Services

Section 101. The Contractor shall provide animal boarding, vaccination, euthanasia and disposal services for all animals turned over to it on behalf of the Department of Parks, Recreation and Youth Programs, the Department of Public Works, City of Syracuse Dog Control and/or the Syracuse Police Department. This Agreement shall be for a one-year period, effective as of January 1, 2022 through December 31, 2022, with the option of two (2) one year renewal periods for January 1, 2023 through December 31, 2023 and January 1, 2024 through December 31, 2024, subject to the approval of the Mayor and Common Council.

Section 102. Euthanasia and disposal services shall be conducted on an as-needed basis and coordinated with the Commissioner of Parks, Recreation, and Youth Programs or her designee.

Section 103. The Contractor may utilize Total Vet Care in Cicero, New York for cruelty examinations and medical emergencies. Total Vet Care's commitment is attached hereto as **Exhibit "A."**

Section 104. When applicable, the Contractor shall abide by the AWLA Behavior Matrix, attached hereto as **Exhibit "B."**

Section 105. When applicable, the Contractor shall abide by the Dog Bite Scale, attached hereto as **Exhibit "C."**

ARTICLE 2.

City's Responsibilities and Rights

Section 201. The City shall provide the Contractor with full information regarding its requirements for the Project and site requirements.

Section 202. The Contractor, subject to the approval of the appropriate City official, shall have access to all information which the City possesses regarding the Project.

Section 203. The City shall furnish the services of other contractors when such services are deemed necessary by it.

Section 204. The City's use of other contractors for the Project is solely for its benefit and shall not diminish or change the Contractor's responsibilities hereunder.

Section 205. The requirement that all dogs need to be licensed before leaving the shelter shall only apply to dogs being adopted directly from Contractor and not to any dogs being transferred to a rescue organization to help get the dogs adopted.

Section 206. City of Syracuse Dog Control Officers and Syracuse Police Officers assigned to Animal Cruelty shall be allowed access to the shelter and will be supplied keys by the Contractor.

ARTICLE 3.

Compensation

Section 301. The compensation to be provided the Contractor for providing the services hereunder shall not exceed the authorization established by the Mayor and the Common Council of the City in its ordinance authorizing this Agreement and such authorization shall be in full payment and satisfaction for the rendering of the Contractor's services hereunder. The authorization fixed by the Mayor and the Common Council for this Agreement is an amount not to exceed \$75,000.00 per year for all services under this Agreement. Pricing for services under this Agreement shall be pursuant to Contractor's fee schedule, which is attached hereto as **Exhibit "D."**

Section 302. The Mayor and the Common Council only may authorize additional services and fix the compensation therefore. Any services rendered by the Contractor in connection with the Project will be deemed part of the services agreed to be provided herein, unless the Mayor and the Common Council give prior approval authorizing such services as additional services.

Section 303. Payments under this Agreement shall be made in proportion to the services performed. Requests for payment shall certify the amount and nature of the services completed, the basis for such, and shall be subject to the normal City payment procedures. The Commissioners of the Department of Parks, Recreation and Youth Programs, the Department of Public Works, and/or the Chief of the Syracuse Police Department may request additional information prior to payment. Contractor shall provide sufficient detail in the invoices or request for payment as may be determined to be reasonable and necessary by the Commissioners and the Chief of Police.

Section 304. Contractor's acceptance of the final payment under this Agreement shall constitute and operate as a release to the City of all claims and liabilities arising out of the Project and work hereunder.

Section 305. If this Agreement is terminated other than for cause or the Project is abandoned by the City without the Contractor causing or contributing, directly or indirectly, to the abandonment, the Contractor shall be paid the reasonable value of services performed up to the date of termination or abandonment but in no event more than the limits set forth above for

each phase of service. The City shall have the absolute right to abandon all or part of the Project or to suspend all or part of the Project or the services hereunder and such shall not be considered a breach of contract.

ARTICLE 4. General Provisions

Section 401. Insurance

The Contractor shall secure, at its expense, a general and professional liability insurance policy with contractual liability coverage from an insurance carrier licensed and authorized to do business in New York. The general liability insurance policy shall be in the minimum amount of \$1,000,000.00 per occurrence and \$1,000,000.00 as the aggregate limit of liability. The professional liability insurance shall be in the minimum amount of \$1,000,000.00 per claim and \$1,000,000.00 as the aggregate limit of liability. The policies shall be in effect from the day on which services commence until final acceptance by the City of all work on the Project and for a period of three years thereafter with the limits noted above. The City shall be named as an additional insured on the Contractor's general liability policy, and the Certificates of Insurance shall provide for 30 days prior written notice of cancellation by certified mail to the City Division of Purchase. Certificates of such insurance coverage along with a declaration page naming the City of Syracuse as an additional insured shall be delivered to the City and provide for 30 days prior written notice of cancellation by certified mail to the City. The certificates and notices shall be sent to Contract Clerk, Division of Purchase, Room 213, City Hall, 233 East Washington Street, Syracuse, New York 13202.

Section 402. Indemnity and Defense

The Contractor shall defend (with counsel approved by the Corporation Counsel) indemnify and hold harmless the City, all its officers, employees, or agents from all liability, damage, cost, or expense arising from injury or death to persons, damage to property, or claims against the City arising from or caused by any error, omission, or negligent act of the Contractor.

The Contractor shall defend (with counsel approved by the Corporation Counsel), indemnify, and hold harmless the City, all its officers, employees, or agents from all liability, damage, cost, or expense arising from injury or death to persons, damage to property, or claims against the City arising from or caused by (1) any willful misconduct or intentional act of the Contractor; and (2) any infringement of any claimed copyright or patent right of designs, plans, drawings, or specifications resulting from the use or adoption of any designs, plans, drawings, or specifications furnished by the Contractor, his agents, servants, employees, officers, or subcontractors. The Contractor shall reimburse the City for all costs or expenses incurred in the defense of any claim brought against the City, its officers, employees, or agents arising out of or caused in whole or in part by the negligence of the Contractor in the performance of professional services for the City. The Contractor agrees to pay the full costs and expenses, including attorney fees of any action, claim, or litigation that arises under this Agreement.

Section 403. Termination

The City shall have the absolute right to terminate this Agreement and such action shall not be deemed a breach of contract. The City may terminate this Agreement immediately upon notice delivered or mailed to Contractor.

Section 404. Amendment and Extent of Agreement

This Agreement may only be amended by a written instrument signed by the City and the Contractor, provided that no change with respect to compensation or additional services may be made without the prior authorization of the Mayor and the Common Council. Except as provided above, the Contractor waives any right to rely on any oral or written communications from any person or any City officers, employees, and/or agents purporting to amend the provisions of this Agreement. This Agreement represents the entire agreement between the parties and supersedes all prior negotiations, representations, or agreements, either written or oral.

Section 405. Damages and Delays

The Contractor agrees that no charges or claims for damages shall be made by him for any delays or hindrances from any cause whatsoever.

Section 406. Governing Law

This Agreement shall be governed by the laws of the State of New York. It is agreed that each and every provision of law required by law to be included herein shall be deemed to be included as though set forth at length. The parties agree that this Agreement does not waive or dispense with the requirements of any law, including but not limited to the Charter of the City of Syracuse.

Section 407. Third-Party Beneficiaries

The services of this Agreement are for the sole benefit of the City and neither this Agreement nor any service rendered hereunder shall give rise to or shall be deemed to or construed so as to confer any right, claim, or cause of action of any other party as a third-party beneficiary or otherwise and the Contractor agrees to defend, indemnify, and save harmless the City against any claims or causes of action by such third parties caused by the negligence of Contractor.

Section 408. Assignment and Subcontractors

Neither this Agreement nor the services agreed to be provided may be assigned, sublet, or contracted out without the approval of the Commissioners of the Department of Parks, Recreation and Youth Programs, the Department of Public Works and/or the Chief of the Syracuse Police Department, who, in their sole discretion, may determine the suitability of any proposed subcontractor.

Section 409. Bankruptcy

In addition to any other provisions of this Agreement with respect to its termination, this Agreement shall terminate immediately upon the filing by or against Contractor of any petition (voluntary or involuntary) in bankruptcy or for reorganization or for any arrangement under any bankruptcy or insolvency law or for a receiver or for a trustee involving any property of Contractor.

Section 410. Stipulation

The Contractor stipulates that no member of the Common Council of the City of Syracuse or any other City officer or employee forbidden by law is interested in or will derive income from or is a party to this Agreement.

Section 411. Non-Discrimination

The Contractor hereby agrees not to discriminate against any employee or applicant for employment on the basis of race, age, gender, or sexual preference or sexual orientation.

Section 412. Independent Contractor

The Contractor, in accordance with his status as an independent contractor, covenants and agrees that he will conduct himself consistent with such status, that he will neither hold himself

out as nor claim to be an officer or employee of the City.

Section 413. Waiver

Failure of the City to insist upon strict performance of any of the covenants or conditions of this Agreement shall not be construed as a waiver or relinquishment of any of the covenants or conditions contained herein but the same shall remain in full force and effect.

Section 414. Laws

Contractor, its agents and employees, shall comply with all applicable federal, state, and local laws, ordinances, rules, and regulations pertaining to the fulfillment of obligations under this Agreement.

Section 415. Fair Employment and Licensure Opportunity Ordinance

This contract is subject to General Ordinance No. 45-2014, the Fair Employment and Licensure Opportunity Ordinance of the City of Syracuse. This Ordinance requires that all City Contractors shall not include any question about a job applicant's prior criminal history on the job application and shall defer making any criminal history inquiry about a job applicant's past criminal convictions until after a conditional offer of employment is made. The City shall have the authority to suspend and terminate the contract for violations of the Fair Employment and Licensure Opportunity Ordinance.

Section 416. Severability

If any term of this Agreement is to any extent invalid, illegal, or incapable of being enforced, such term shall be excluded to the extent of such invalidity, illegality, or unenforceability; all other terms hereof shall remain in full force and effect.

[Intentionally Left Blank – Signature Pages Follow]

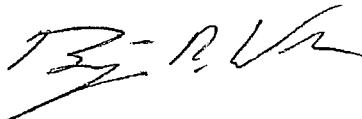
IN WITNESS WHEREOF, the parties have executed this Agreement as of the date noted below.

Attest:

CITY OF SYRACUSE



By:



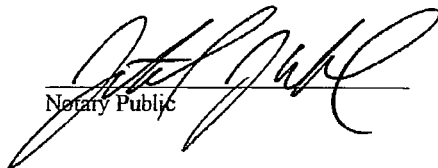
Patricia K. McBride, City Clerk

Benjamin R. Walsh, Mayor

STATE OF NEW YORK)

COUNTY OF ONONDAGA) ss.:

On this 13th day of JULY, 2022, before me, the undersigned, personally appeared Benjamin R. Walsh, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.


Notary Public

KRUPA JONATHAN J
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01KR6406981
Qualified in Onondaga County
Commission Expires April 27, 2024

BARKS & REC, LLC

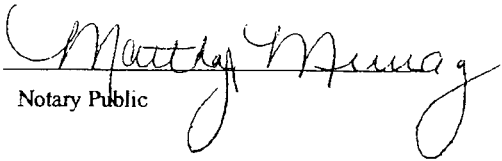
By: *Maura Limberg*

Name *Maura Limberg*

Title *OWNER*

STATE OF NEW YORK)
COUNTY OF ONONDAGA) ss.:

On this 2nd day of June, 2022, before me, the undersigned, a Notary Public in and for said State, personally appeared Manalimberg, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.


Notary Public

8

MARTHA J. MURRAY
Notary Public - State of New York
No. 01MU4982227
Qualified in Onondaga County
My Commission Expires May 28, 2023



Mar 15, 2022

To Whom It May Concern:

This letter is to confirm that Total Veterinary Care - Cicero will offer The B&R Bunkhouse a cruelty-case examination for a fee of \$100 (the organization's discount will be applied to the invoice). This price is subject to change annually with other price increases. In the event of a price change, Total Veterinary Care will notify organization representatives.

Please reach out with any further inquiries or concerns.

Sincerely,

A handwritten signature in black ink, appearing to read "Stacy Laxen", with a long horizontal flourish extending to the right.

Stacy Laxen, DVM
5671 E Circle Dr Ste 500
Cicero, NY 13039
315-505-8060
cicero@totalveterinarycare.com

EXHIBIT "B"

Animal Welfare League of Arlington Behavior Matrix

Category	Details	R-Can rehabilitate	M- Manageable	U- Unhealthy/Untreatable
Aggression-dog/dog	Off leash issues with other dogs resulting in conflict. Inability to notice normal dog social cues. Abnormal threats or follow through. Includes selective dogs that can live in harmony with select dogs. May show as fear based reactivity due to lack of socialization or genetics. Determine if it is specific to gender, type of dog, size.	Under 8 weeks old, aggression due to lack of socialization. Guidance of social dog	If behavior can be interrupted and dog is able to work with handler at reasonable distance. (Approximately 10 ft.)	If dog is unable to redirect attention towards handler. If behavior results in hospitalization/death of another animal
Aggression-dog/human	Off leash issues with humans. Threatening signals, as well as bites.	Under 6 months of age and improvement after 2 weeks of counter conditioning	If specific to place or type of person. If animal can be interrupted working from approximate distance of 8ft. If no improvement, U.	Unable to interrupt behavior and /or some level 3. Level 4 or higher bite on Ian Dunbar bite scale.
Aggression-dog/other animal (outside of household)	Issues with other animals. Category is based on intent and follow through		If dog can be interrupted from a reasonable distance on leash and M, explore TNR option as needed	
Aggression-Cat/Human (non feral)	Issues with humans that can include :vocalizations, hissing, biting and scratching		M, explore TNR option as needed	If triggers are unmanageable, unidentifiable, unprovoked aggression and TNR not an option
Aggression-Cat/Cat	Vocalizations, hissing, scratching, biting.		M	
Anxiety				If triggers are hard to identify/avoid. If animal self-injures and/or put others at risk. Quality of life is compromised
Aversion to medical staff/handling	Growling, air snap, bite, freezing, hissing (cats) or fleeing during vet exam or grooming procedures.		Using low restraint techniques, counter conditioning and when needed muzzles	

Barrier Reactivity (includes on leash and in kennel behaviors around other dogs)	Reactivity through fence, kennel, window or on leash. Towards other dogs or humans. Lunge, snap, growl, bark		If improvement is made with training, if behavior changes when barriers are realistically removed	If results in bite of Handler level 4 and above and dog cannot be safely contained without incident. Foster option should be explored to determine if behavior is shelter specific
Bite History-dog/dog	Did the bite require vet visit? If so, what treatment given? Was the issue between resident dogs?		if minimal damage occurred and/or was due to handling and/or management err. See: aggression-dog/dog.	If results in other dog being hospitalized or killed. Unprovoked bite
Bite History-human	Assess with Ian Dunbar bite scale. See :Aggression-dog/human	puppy(under 5 months)	level 1-2, possibly 3	Level 4 or higher, some level 3
Chase	Cars, bikes, skateboards, motorcycles	If easily interrupted	if difficult to interrupt	If other environment produces no change and quality of life is compromised
Compulsive Behaviors	Spinning, tail chasing, self-mutilation, barking, shadow chasing, licking, etc. If behaviors are difficult to interrupt, disrupt daily life and cause physical and mental damage		If put in different environment such and behavior can be interrupted / determined to be a shelter specific issue. If behavioral medication is option.	If results in other dog being hospitalized or killed. Unprovoked bite
Defensive Aggression/ Fear Aggression	Behavior to increase distance. Barks, growls, bares teeth with fearful body postures (lowered head, tucked tail, ears back, whale eye) while moving away		If results of working with animal for one week show improvement.	Behavior increases or stays same after 1 week of working with. If staff or volunteers cannot safely handle dog
Depression/ Shelter Stress	Lack of appetite, shut down, refusal to drink or eat. Avoidance of typical social behaviors. Affecting quality of life	Yes		
Deterioration	Behavior worsens with shelter environment. Foster or different environment would likely cause improvement. Includes behaviors such as kennel charging	With foster, PAP support		
Escaping	History of jumping fences, backing out of collars and running, digging, etc... Difficult to contain		If management does not affect quality of life.	If management does affect quality of life.

<p>Excessive Barking Fear/ Shyness</p>	<p>Anxiety and stress can factor. May be learned behavior, reinforced in some way.</p> <p>Displays fearful behaviors such as tucked tail, lack of eye contact, hiding in back of kennel, "pancaking" May warn(ex. Growl) but no follow through(ex.snap or bite)</p>	<p>Yes</p>	<p>Fearful but shows social signs to select /few individuals. Becomes comfortable in consistent, stable environment. May have phobias</p>
<p>Feral Dog</p>	<p>A dog that escaped (or was born) from a domestic living situation and is not living in wildlife with minimal contact.</p>	<p>Yes</p>	<p>5 months or younger, with behavior help including counter conditioning and socialization</p> <p>Usually can be socialized even if hard to handle initially. May have fight or flight response. Behavior foster support.</p> <p>TNR program</p>
<p>Feral Cat-Under 6 weeks</p>	<p>Over 8 weeks, cannot handle safely. Fight or flight response</p>	<p>Yes</p>	<p>Counter condition and manage</p>
<p>High Arousal-Dog</p>	<p>Becomes so over aroused that behaviors can be difficult to interrupt. Frantic and instinctive behaviors.</p> <p>Higher concern: high arousal, slow recovery. Includes- intense rough play, tug, leash biting, jumping AT people, and excessive mouthiness</p> <p>Becomes over aroused during interactions. Can escalate to bite or scratch</p>	<p>Yes</p>	<p>if bite follows or if volunteers and staff are unable to work with and foster is unavailable or did not change behavior</p>
<p>High Arousal-Cat</p>	<p>High energy but recovers faster than high arousal. Can show calm behaviors. Adolescent, working dogs, high-energy dogs who need mental and physical exercise. May become destructive when appropriate outlets and coping skills are neglected</p>	<p>Yes</p>	<p>Counter condition to handling exercises. Give needed handouts for in home support</p>
<p>Hyper Active</p>	<p>Home placement understands needs. shelter enrichment to prevent deterioration. Often dogs in the adolescent phase with excess "shelter" energy</p>	<p>Yes</p>	<p>Counter condition to handling exercises. Give needed handouts for in home support</p>

Hyper Active	<p>High energy but recovers faster than high arousal. Can show calm behaviors.</p> <p>Adolescent, working dogs, high-energy dogs who need mental and physical exercise. May become destructive when appropriate outlets and coping skills are neglected</p>	<p>Home placement understanding of exercise needs. Appropriate enrichment in shelter to prevent deterioration.</p> <p>Often dogs in the adolescent phase with excess "shelter" energy</p> <p>Yes</p>	<p>True working dog, high energy</p>
Prey Drive	<p>Excessive chasing, stalking, pouncing on humans or animals but able to respond to distractions, refocus and be managed. May have killed another animal such as wildlife due to mismanagement. Did not kill from focused active hunting prey or did not kill another housemate.</p> <p>If animal has killed another animal, which is a pet and actively seeks prey.</p> <p>Going to the bathroom</p> <p>Indoors or in crate r any other inappropriate areas</p> <p>To greet people. Not to be confused with muzzle punches</p> <p>Not eliminating in litter box</p>		
Prey Drive- resulting in death of another animal			U
House training		Yes	
Issues- Dog (Non-Medical)		Yes	
Jumping			
Litter Box issues(non medical)		If not ongoing issue	If ongoing, possible TNR or M
Mouthy(puppy)	For adult dog, see :High Arousal	Yes	
Multiple "M" categories and/or combined with medical management	Avoids contact with humans, cannot adapt to new situations		U- If it does affect quality of life for owner and animal If it is unsafe to seek foster support or no improvement is made in foster
Non- Social		Yes, if realistic to home environment and it does not affect the quality of life for owner or animal If it is safe option to seek foster support and improvement is made in foster	

<p>Offensive Aggression</p> <p>Play Aggression- Human Resource Guarding- Other Animals</p>	<p>Behaviors to decrease distance. Barks, growls, bares teeth with offensive body postures (high tail, direct eye contact, ears erect, muzzle punch) while charging and/or moving forward</p> <p>See :High arousal</p> <p>May include- food, water, space, people, toys and other objects.</p> <p>Medium(growl, body block and tension, whale eye) High(air snap , biting)</p>	<p>If results of working with dog for one week show improvement.</p> <p>Ideal home would provide boundaries and consistent rules</p> <p>May or may not be shelter specific behavior. Management on objects such as food toys and treats. Space or people may be more challenging and may need to be in an only pet household.</p>	<p>If behavior increases or stays same. If staff or volunteers cannot safely handle dog</p>
<p>Resource guarding- Humans</p>	<p>Can include- food, water, space, people, toys and other objects.</p> <p>Medium(growl, body block and tension, whale eye) High(air snap , biting)</p>	<p>May or may not be shelter specific behavior. Waiver may be needed if behavior is significant. Work on exchanges while in care. Send owner home with information and support.</p>	<p>If results in unprovoked bite. If animal begins to expand guarding behaviors and becomes difficult to manage /care for in shelter. If foster support is not a safe option</p>
<p>Separation Anxiety- Severe</p>	<p>Distress when left alone that result in harm and damage done to self and property. May urinate/defecate e on themselves</p>	<p>If issues have shown improvement after 2 weeks of being put in foster or environment other than shelter situation</p>	<p>If no improvement in foster and with recommended behavioral medications</p>
<p>Separation Anxiety- Mild to Moderate</p>	<p>Distress when alone. Stress vocalizations, destruction. Typically will still eat and drink. Does not cause harm to oneself</p>	<p>With building good associations with departures and being confined.</p>	

Submissive
Urination

May grow
out of it(6
months and under)

Education on greetings and
interactions to prevent behavior and
increase confidence

Territorial
Aggression

If it is reasonable
that owner understands issue and will
keep dog contained safely around
visitors

If aggression would result
in interruption of daily
life for owner. If dog had
previous bite history. If
dog cannot be contained
in shelter without
exhibiting aggression

Urine Marking
(Dog)

Limit water intake when not
home, use of belly band

Urine Marking
(Cat) territorial

Home with no other pets, take
precautions to make environment
sound for cat



EXHIBIT "C"

Dr. Ian Dunbar's Dog Bite Scale (Official Authorized Version)

An assessment of the severity of biting problems based on an objective evaluation of wound pathology

Level 1. Obnoxious or aggressive behavior but no skin-contact by teeth.

Level 2. Skin-contact by teeth but no skin-puncture. However, may be skin nicks (less than one tenth of an inch deep) and slight bleeding caused by forward or lateral movement of teeth against skin, but no vertical punctures.

Level 3. One to four punctures from a single bite with no puncture deeper than half the length of the dog's canine teeth. Maybe lacerations in a single direction, caused by victim pulling hand away, owner pulling dog away, or gravity (little dog jumps, bites and drops to floor).

Level 4. One to four punctures from a single bite with at least one puncture deeper than half the length of the dog's canine teeth. May also have deep bruising around the wound (dog held on for N seconds and bore down) or lacerations in both directions (dog held on and shook its head from side to side).

Level 5. Multiple-bite incident with at least two Level 4 bites or multiple-attack incident with at least one Level 4 bite in each.

Level 6. Victim dead.

The above list concerns unpleasant behavior and so, to add perspective:

Levels 1 and 2 comprise well over 99% of dog incidents. The dog is certainly not dangerous and more likely to be fearful, rambunctious, or out of control. Wonderful prognosis. Quickly resolve the problem with basic training (control) — especially oodles of Classical Conditioning, numerous repetitive Retreat n' Treat, Come/Sit/Food Reward and Back-up/Approach/Food Reward sequences, progressive desensitization handling exercises, plus numerous bite-inhibition exercises and games. Hand feed only until resolved; do NOT waste potential food rewards by feeding from a bowl.

Level 3: Prognosis is fair to good, provided that you have owner compliance. However, treatment is both time-consuming and not without danger. Rigorous bite-inhibition exercises are essential.

Levels 4: The dog has insufficient bite inhibition and is very dangerous. Prognosis is poor because of the difficulty and danger of trying to teach bite inhibition to an adult hard-biting dog and because absolute owner-compliance is rare. Only work with the dog in exceptional circumstances, e.g., the owner is a dog professional and has sworn 100% compliance. Make sure the owner signs a form in triplicate stating that they understand and take full responsibility that: 1. The dog is a Level 4 biter and is likely to cause an equivalent amount of damage WHEN it bites again (which it most probably will) and should therefore, be confined to the home at all times and only allowed contact with adult owners. 2. Whenever, children or guests visit the house, the dog should be confined to a single locked-room or roofed, chain-link run with the only keys kept on a chain around the neck of each adult owner (to prevent children or guests entering the dog's confinement area.) 3. The dog is muzzled before leaving the house and only leaves the house for visits to a veterinary clinic. 4. The incidents have all been reported to the relevant authorities — animal control or police. Give the owners one copy, keep one copy for your files and give one copy to the dog's veterinarian.

Level 5 and 6: The dog is extremely dangerous and mutilates. The dog is simply not safe around people. I recommend euthanasia because the quality of life is so poor for dogs that have to live out their lives in solitary confinement.

EXHIBIT "D"



6225 East Taft Rd
North Syracuse NY 13212
315-546-4242
bandrbunkhouse@gmail.com

Dr. Holly Reid- pricing for coming into shelter

- Exam Fee - \$ 15.00 per pet
- Vaccines per vaccine- can vary by a dollar because of manufacturer
- Rabies \$ 12.00
- Dhpp \$ 12.00
- Bordetella \$ 10.50
- Cornell has recommended
- Panacur (which is a minimum of 3 days and goes by weight) \$ 20.00
- Flea/Tick medication- Selarid-promotional price of \$7.00 regular price \$8.50
- This will be the main medication we will use unless we are directed for health reasons or concerns to use something different
- Heartworm Test (only) \$10.00
- Parvo Test \$ 20.00

Total Vet Care - We get 20% off regular priced services-prices reflect our discount

- Exam Fee \$ 48.80
- Cruelty Exam \$ 65.00
- Rabies \$ 22.40
- Ear Cytology \$20.80
- Cerenia Injection \$35.20
- Heartworm Test (4dx) \$ 35.20
- Radiographs \$ 158.40

Boarding fee increased to \$ 20 a day

Dangerous Dog fee \$ 30 a day

Heartworm testing will be recommended by the vet if there is a underlying health concern when a dog comes in, which may require a 4dx instead of just heartworm only

ORDINANCE AUTHORIZING CONTRACT WITH BARKS & REC, LLC, WITHOUT ADVERTISING OR COMPETITIVE BIDDING, RELATIVE TO PROVIDING ANIMAL SHELTER SERVICES AND BASIC VETERINARY CARE SERVICES, INCLUDING VACCINATION SERVICES, FOR THE CITY OF SYRACUSE

WHEREAS, Section 5-205-A of the Charter of the City of Syracuse, as amended, provides the Mayor shall "award contracts for professional services subject to the approval of the Common Council"; and

WHEREAS, the Mayor has waived the RFP process and has approved the retention of Barks & Rec, LLC, under the following terms:

(1) Barks & Rec, LLC shall provide required animal shelter services, basic veterinary care services, including vaccination services for the City of Syracuse, for all dogs dropped off by City of Syracuse Dog Control and/or the Syracuse Police Department;

(2) The term of the contract shall be for a one-year period, effective January 1, 2022 through December 31, 2022, with the option of two (2) one year renewal periods for January 1, 2023 through December 31, 2023 and January 1, 2024 through December 31, 2024 subject to the approval of the Mayor and the Common Council;

(3) The City shall pay to Barks & Rec, LLC an amount not to exceed \$75,000.00 for all services to be provided under this agreement; NOW, THEREFORE,

BE IT ORDAINED, that the Mayor, on behalf of the City of Syracuse, be and he hereby is authorized to execute such contract, as hereinabove stated, subject to the approval of the Corporation Counsel as to terms, form and execution; and

BE IT FURTHER ORDAINED, that all costs associated with this agreement shall be charged to Budget Account #541500.01.35100 or another appropriate account as designated by the Commissioner of Finance.

21-111

20

ORDINANCE AUTHORIZING CONTRACT WITH BARKS & REC, LLC, WITHOUT ADVERTISING OR COMPETITIVE BIDDING, RELATIVE TO PROVIDING ANIMAL SHELTER SERVICES AND BASIC VETERINARY CARE SERVICES, INCLUDING VACCINATION SERVICES, FOR THE CITY OF SYRACUSE

WHEREAS, Section 5-205-A of the Charter of the City of Syracuse, as amended, provides the Mayor shall "award contracts for professional services subject to the approval of the Common Council"; and

WHEREAS, the Mayor has waived the RFP process and has approved the retention of Barks & Rec, LLC, under the following terms:

- (1) Barks & Rec, LLC shall provide required animal shelter services, basic veterinary care services, including vaccination services for the City of Syracuse;
- (2) The term of the contract shall be for a one-year period, effective January 1, 2021 through December 31, 2021;
- (3) The City shall pay to Barks & Rec, LLC an amount not to exceed \$80,000.00 for all services to be provided under this agreement; NOW, THEREFORE,

BE IT ORDAINED, that the Mayor, on behalf of the City of Syracuse, be and he hereby is authorized to execute such contract, as hereinabove stated, subject to the approval of the Corporation Counsel as to terms, form and execution; and

BE IT FURTHER ORDAINED, that all costs associated with this agreement shall be charged to Budget Account #541500.01.35100 or another appropriate account as designated by the Commissioner of Finance.

City of Syracuse

CITY CLERK'S OFFICE

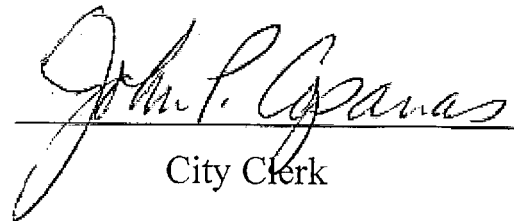
I, JOHN P. COPANAS, City Clerk of the City of Syracuse, New York do hereby certify that the attached is a true copy of an ORDINANCE:

Adopted by the Common Council on

January 25, 2021

Signed by the Mayor on

January 27, 2021


City Clerk

TO:

Mayor
Assessment Commissioner
Aviation Commissioner
Board of Elections
Bureau of Accounts
Citizen Review Board
City Auditor
City School District
Code Enforcement
Neighborhood and Business Development
Finance Commissioner
Corporation Counsel
United States Congressperson
Governor of New York State
New York State Senate
New York State Assembly
New York State Senator
Onondaga County Legislature

Management & Budget Director
Parks & Recreation Commissioner
Personnel & Labor Relations Dir.
Police Chief
Public Works Commissioner
Public Works/Bookkeeper
Purchase Department
Real Estate Division
Research Director
Water Department
Zoning Administration
United States Senator
Department of Engineering
Finance/Treasury
Finance (Water Bureau)
Fire Chief
Grants Management Director
Board of Education

20-125

36

Ordinance No.

743

2019

ORDINANCE AUTHORIZING CONTRACT WITH BARKS & REC, LLC, WITHOUT ADVERTISING OR COMPETITIVE BIDDING, RELATIVE TO PROVIDING ANIMAL SHELTER SERVICES AND BASIC VETERINARY CARE SERVICES, INCLUDING VACCINATION SERVICES, FOR THE CITY OF SYRACUSE

WHEREAS, Section 5-205-A of the Charter of the City of Syracuse, as amended, provides the Mayor shall "award contracts for professional services subject to the approval of the Common Council"; and

WHEREAS, the Mayor has waived the RFP process and has approved the retention of Barks & Rec, LLC, under the following terms:

- (1) Barks & Rec, LLC shall provide required animal shelter services, basic veterinary care services, including vaccination services for the City of Syracuse;
- (2) The term of the contract shall be for a one year period, effective January 1, 2020 through December 31, 2020;
- (3) The City shall pay to Barks & Rec, LLC an amount not to exceed \$75,000.00 for all services to be provided under this agreement; NOW, THEREFORE,

BE IT ORDAINED, that the Mayor, on behalf of the City of Syracuse, be and he hereby is authorized to execute such contract, as hereinabove stated, subject to the approval of the Corporation Counsel as to terms, form and execution; and

BE IT FURTHER ORDAINED, that all costs associated with this agreement shall be charged to Budget Account #541500.01.35100 or another appropriate account as designated by the Commissioner of Finance.



OFFICE OF HUMAN RESOURCES

CITY OF SYRACUSE, MAYOR BEN WALSH

JOB POSTING

Richard Alsever
Director

Margaret Chajka
Assistant Director

PLEASE POST ANNOUNCEMENT

Qualified City employees are invited to apply for the following job vacancy. Application and/or resume, cover letter, and three work-related references should be submitted to Personnel (Personnel@syr.gov).

Posting Dates:

1/15/25 – 1/30/25

DEPARTMENT OF PARKS & RECREATION

DOG CONTROL

Job Title: Shelter Manager

Grade: 50

Salary: \$58,500 - \$62,000

*****Equal Opportunity Employer*****

~~Women and Minority Applicants are encouraged to Apply~~

THIS IS A COMPETITIVE CIVIL SERVICE POSITION. APPOINTMENT WILL BE MADE ON A PROVISIONAL BASIS UNTIL THE EXAM RESULTS ARE POSTED. YOU MUST BE REACHABLE FOR A PERMANENT APPOINTMENT.

DISTINGUISHING FEATURES OF THE CLASS

The work involves the responsibility for supervising the City Dog Shelter for the City of Syracuse. An employee in this class supervises the shelter by exercising supervision over Shelter Attendants to ensure their efficiency in caring for the dogs; by supervising office personnel to ensure their efficiency in carrying out clerical and record keeping tasks to support the dog control function; and by performing a variety of tasks that promote efficiency of the shelter in its entirety, such as budget preparation, development of dog care procedures and writing of periodic reports. An employee in this class receives general supervision and assignments from an administrative superior through written and oral reports. Does related work as required.

TYPICAL WORK ACTIVITIES:

- Plans, directs and supervises the work of Shelter Attendants by review of their log sheets, daily maintenance and care of dogs, communications with partners, etc.
- Discusses progress of work with Shelter Attendants and develops, modifies and/or implements procedures regarding dog care.

Human Resources
300 S. State St.
One Park Place,
Ste. 700
Syracuse, NY 13202

Office: 315.448.8780
Fax: 315.448.8761
syr.gov

GROWTH. DIVERSITY. OPPORTUNITY FOR ALL.

- Works with administrative staff in preparing the annual budget by forecasting needs of the dog shelter.
- Reviews budgetary expenditures to determine whether they exceed funds allotted and confers with department staff to convey fiscal status of the program.
- Supervises clerical tasks such as record keeping, by reviewing release forms, adoptions, work with partnering agencies/nonprofits, etc.
- Maintains records and composes periodic reports of adoptions and any emergency care needed of shelter dogs.
- Works with the Division of Licensing, Engineering, Police Department (Dog Control/Animal Cruelty Units), partner nonprofits, Vet Hospitals and Corporation Counsel concerning dog care matters.
- Reviews and verifies subordinate employee records such as time sheets and leave time.
- Maintains an inventory of supplies for Shelter Attendants to ensure adequate equipment is on hand.
- Receives constituent concerns regarding other animal issues, and communicates accordingly to related non-profits, agencies, departments in an attempt to respond and /or resolve issues. Acts as a liaison between constituents and various animal related non profits/agencies.

MINIMUM QUALIFICATIONS

- Graduation from a regionally accredited college or university or one accredited by the New York State Board of Regents with an Associate's degree I criminal justice or animal science; or
- Two (2) years of paraprofessional-level work experience, or its part-time equivalent, as an animal control officer or veterinary technician; or
- Two years (2) of permanent non-competitive class status in the title of Dog Control Officer; or
- Minimum of one year experience in a management/supervisory capacity.

The Affirmative Action Policy of the City of Syracuse is to provide equal employment opportunity for all individuals regardless of race, color, sex, religion, creed, age (18 and over), marital status, national origin, disability, veteran status, gender identity or gender expression, sexual or affectional preference or orientation, or any other classified group within the protected class. If you have a disability for which you wish special accommodation to be made, contact the Office of Human Resources, One Park Place, 300 S. State St., 7th FL at 315-448-8780 or Personnel@syr.gov.

Topic:

15 January 2025
Page 3



OFFICE OF HUMAN RESOURCES

CITY OF SYRACUSE, MAYOR SHARON F. OWENS

JOB POSTING 2026-009

Richard Alsever
Director

Michael Messersmith
Assistant Director

PLEASE POST ANNOUNCEMENT

Qualified City employees are invited to apply for the following job vacancy. Application and/or resume and cover letter should be submitted to Personnel (Personnel@syr.gov).

Effective Dates:

1/23/26 – 2/05/26

DEPARTMENT OF PARKS & RECREATION – Dog Control

Job Title: **Shelter Attendant – 2 positions**

Grade: **10**

Salary: **\$39,000 - \$40,000**

*****Equal Opportunity Employer*****

*****Women and Minority Applicants are encouraged to Apply*****

THIS IS A COMPETITIVE CIVIL SERVICE POSITION. APPOINTMENT WILL BE MADE ON A PROVISIONAL BASIS UNTIL THE EXAM RESULTS ARE POSTED. YOU MUST BE REACHABLE FOR A PERMANENT APPOINTMENT.

DISTINGUISHING FEATURES OF THE CLASS

This is routine work that is performed under general supervision and requires skill and the exercise of independent judgment in handling, controlling and caring for dogs in a shelter environment. The work is sometimes physically demanding or hazardous when it is performed during inclement weather or involves vicious dogs. Supervision is not performed in this class; does related work as required.

Human Resources
One Park Place
300 S State St, 7th Floor
Syracuse, N.Y. 13202

Office: 315 448-8780
Fax: 315 448-8761
syr.gov

TYPICAL WORK ACTIVITIES

- Maintains records relating to daily care of dogs at shelter, as well as documentation of all incoming and/or transferred dogs.
- Communicates with Dog Control Officers or others about injured or sick dogs needing medical attention.
- Communicates with Dog Control Officers or others about dogs being dropped off at the shelter.
- Communicates with partner agencies that may oversee the adoption of dogs to new owners.
- May take appropriate action regarding sick or injured domestic animals other than dogs.

GROWTH. DIVERSITY. OPPORTUNITY FOR ALL.

MINIMUM QUALIFICATIONS

None.

The Affirmative Action Policy of the City of Syracuse is to provide equal employment opportunity for all individuals regardless of race, color, sex, religion, creed, age (18 and over), marital status, national origin, disability, veteran status, gender identity or gender expression, sexual or affectional preference or orientation, or any other classified group within the protected class. If you have a disability for which you wish special accommodation to be made, contact the Department of Personnel at One Park Place, 300 S State St, 7th Floor at 315-448-8780 or Personnel@syr.gov.

- H** 10. Agreement – With OpenGov, on behalf of the Division of Purchase, to provide cloud-base procurement software solutions for solicitation development, to include supplier engagement and evaluation and awards, procurement software training, working sessions with vendors, and go-live support, for the period of one-year (\$96,424.22) effective July 1, 2024-June 30, 2025, with two (2) one-year renewal options with the approval of the Mayor and the Common Council. (Year 2 - \$79,545.45 and Year 3 - \$83,522.73). Total cost not to exceed \$259,492.40, from Bloomberg Procurement Grant Account #12145.02.599802.208262223. The Mayor waived the RFP process. **H**

BY COUNCILOR CALDWELL:

- 8-0** 11. Agreement - With the New York State Animal Protection Federation Education Fund (NYSAPFEF), for consulting services, on behalf of the Department of Parks, Recreation & Youth Programs, for planning and development of the specific NYS standards and regulations that the shelter must meet, as detailed in Appendix "A", and mandated by the 2022 Companion Animal Care Standards Act, to take effect in December 2025. Total cost not to exceed \$11,000, charged to Account #71400.01.541500. The Mayor has waived the RFP process. **863**
- 7-0** 12. Authorize – Payment to Eric Jones for a performance by Trump Tight 315, at the Home for the Holiday's Tree Lighting, at Clinton Square on Friday, November 29, 2024. Total cost not to exceed \$700 from the Celebrations Account #504610 Fund #25 and Account #01.71400.540552. **864**
Abstain – Jones-Rowser
- 8-0** 13. Authorize – Payment to George's Pro Sound Company to provide professional sound and lighting services for the City's Annual Tree Lighting Ceremony at Clinton Square, on behalf of the Department of Parks, Recreation & Youth Programs. Total cost not to exceed \$1,425 from Celebrations Account #504610 Fund #25 and Account #01.71400.540552. **865**
- 8-0** 14. Purchase w/c/b – Lease Agreement with Turf Tank for a GPS robotic field painting system, on behalf of the Department of Parks, Recreation & Youth Programs, for the period of July 1, 2024 – June 30, 2025, with two (2) one-year renewal options with the approval of the Mayor and Common Council. Total cost not to exceed \$15,000 charged to Account #01.71100.540552. **866**

BY COUNCILOR MAJOK:

- 8-0** 15. Agreement – With Bousquet Holstein PLLC for outside legal services, on behalf of the Citizen Review Board, for the period of July 1, 2024 – June 30, 2025. Total cost not to exceed \$25,000 charged to Account #541500.01.10500. The Mayor has waived the RFP process. **867**

ID - 173
Contract
25,157

City of Syracuse

CITY CLERK'S OFFICE

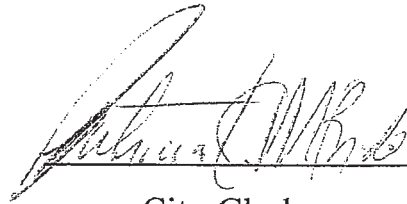
I, PATRICIA K. MCBRIDE, City Clerk of the City of Syracuse, New York do hereby certify that the attached is a true copy of an ORDINANCE:

Adopted by the Common Council on

October 15, 2024

Signed by the Mayor on

October 18, 2024



City Clerk

TO:

Mayor
Assessment Commissioner
Board of Elections
Board of Education
Bureau of Accounts
Citizen Review Board
City Auditor
City School District
Code Enforcement and Zoning
Administration Commissioner
Corporation Counsel
Engineering Department
Human Resources Director
Innovation Office
Information Technology Director
Finance Commissioner

Fire Chief
Management & Budget Director
Neighborhood & Business Development
Commissioner
Parks & Recreation Commissioner
Police Chief
Public Works Commissioner
Purchase Department
Research Director
Water Department
United States Congressperson
United States Senator
Governor of New York State
New York State Senate
New York State Assembly
Onondaga County Legislature

ORDINANCE AUTHORIZING AN AGREEMENT WITH NEW YORK STATE ANIMAL PROTECTION FEDERATION EDUCATION FUND (NYSAPFEF) TO PROVIDE CONSULTING SERVICES FOR THE CITY ON BEHALF OF THE DEPARTMENT OF PARKS, RECREATION AND YOUTH PROGRAMS RELATIVE TO THE PLANNING AND DEVELOPMENT OF A MUNICIPAL ANIMAL SHELTER

WHEREAS, Section 5-205-A of the Charter of the City of Syracuse, as amended, provides the Mayor shall "award contracts for professional services subject to the approval of the Common Council"; and

WHEREAS, the Mayor has waived the Request for Proposal (RFP) process and has approved the retention of New York State Animal Protection Federation Education Fund (NYSAPFEF) to provide consulting services for the City on behalf of the Department of Parks, Recreation and Youth Programs relative to the planning and development of a municipal animal shelter as it is impracticable to issue an RFP for these services due to their unique qualifications and expertise and knowledge of the specific state standards and regulations that the City's new shelter must meet, as mandated by the 2022 Companion Animal Care Standards Act; and

WHEREAS, NYSAPFEF shall provide the consulting services for the City under the following terms:

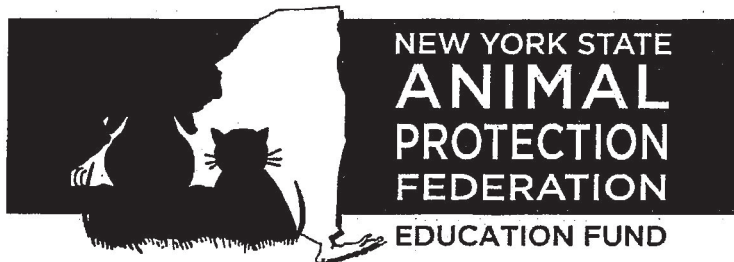
1. NYSAPFEF shall provide all required consulting services relative to the planning and development of a municipal animal shelter for the City of Syracuse on behalf of the Department of Parks, Recreation and Youth Programs; and
2. The total cost for all services to be provided under the agreement shall not exceed \$11,000.00, which includes an allowance for reimbursable expenses as detailed in the scope of work attached hereto as Appendix "A";

NOW, THEREFORE,

BE IT ORDAINED, that the Mayor, on behalf of the City of Syracuse, be and he hereby is authorized to execute such contract, as hereinabove stated, subject to the approval of the Corporation Counsel as to terms, form and execution; and

BE IT FURTHER ORDAINED, that all costs associated with this agreement shall be charged to Budget Account # 71400.01.541500 or another appropriate account as designated by the Commissioner of Finance.

Appendix "A"



TO: TONY WILLIAMS, DIRECTOR, DEPT. OF PARKS AND REC.
CITY OF SYRACUSE

FROM: LIBBY POST, EXECUTIVE DIRECTOR
NYS ANIMAL PROTECTION FEDERATION EDUCATION FUND

RE: CONSULTING SERVICES FOR CITY OF SYRACUSE ANIMAL SHELTER

DATE: DECEMBER 13, 2023

It was great to speak with you this week. The City's desire to create a new animal sheltering facility is an important step forward for Syracuse's homeless companion animals. It is also something the NYSAPF Education Fund can assist you with as long as we discussed, the City's Animal Shelter Initiative, joins the Federation, our sister 510C4 organization.

One of the highlights of the 2022 session was the passage of the New York State Animal Protection Federation's Companion Animal Care Standards Act for Shelters and Rescues sponsored by State Senator Joe Addabbo and Assemblymember Amy Paulin. This bill passed both houses with massive bi-partisan support and was signed by the Governor on December 15th of that year. It takes effect on December 15, 2025.

The bill creates a new Article 26-C in the Agriculture and Markets Law (AGM) and replaces New York's existing shelter/rescue registration law (AGM, Section 408, enacted in 2017) with a licensing and inspection program that provides comprehensive, uniform facility and animal care standards for shelters and rescue organizations—this, of course, includes your shelter once your facility is up and running. Like the others shelters and rescues in the state, the City's new shelter would be overseen and inspected by the NYS Department of Agriculture and Markets' Division of Animal Industry.

With two years until it takes effect, the City has the time it needs to build a new shelter that meets these new standards, which are based on the Association of Shelter Veterinarians' (ASV) 2010 Guidelines for Standards of Care in Animal Shelters. The same standards the Companion Animal Capital Fund RFPs are written to.

The NYSAPF Education Fund can provide the City with Companion Animal Care Standards Act consulting services from building conception to opening to make sure your new facility reaches the new standards. If the City decides to work with NYSAPFEF, you will work directly with me and our Chief Shelter Standards Consultant, Barbara Carr. Carr is the former Executive Director of the SPCA Serving Erie County who built a state-of-the-art facility in Erie County before retiring. She is one of the most well-respected animal welfare professionals in the state and nation.

As we discussed, the City would enter into a contract with NYSAPFEF for these professional services at a rate of \$10,000 plus all reimbursable expenses. As long as meetings are scheduled during the workday, both Barbara and I can drive to Syracuse and back eliminating the need for overnight stays. The rate for mileage would be:

- Mileage (Buffalo to Syracuse), 300 miles x \$0.67 per mile, \$201.00
- Mileage (Albany to Syracuse), 290 miles x \$0.67 per mile, \$194.30

If we go to lunch, the cost wouldn't go beyond \$20 per consultant and city travel within Syracuse would be estimated at \$50 per day, per consultant.

What We'll Be Doing!

Carr, and when needed I, will meet directly with you and your staff on the proposed building project. We will review your plans and make recommendations based on the Standards Bill and other best practices within the animal sheltering industry. Carr will come to Syracuse for meetings when needed and be available for phone and Zoom consultations.

Among the areas Carr will work directly with you on are:

- Facility design and Environment: including indoor building surfaces, drainage, electrical power, noise levels and lighting;
- Animal housing: including animal safety, enclosure size and working condition, heating, ventilation and air quality, and sound control;
- Sanitation: including cleaning and disinfection, sanitation protocols and fomite and pest control

Carr will also work with you and your staff to also develop policies and procedures so that when your new shelter opens you will hit the ground running with the goal of excellent care for homeless companion animals as your number one priority. The animal care policies and procedures include, but are not limited to, the following:

- Shelter management and staffing:
 - What are the optimum staffing levels
 - What kind of staff you'll need to maintain the standards and provide the community with the
- Intake and adoption procedures,
- Cleaning protocols
- Veterinary care
- Behavioral assessments
- Transport needs

Business Operations Visit

Carr and I will also work with the City to make sure the day-to-day operations and community relations reflect a well-run shelter. As you know, not all organizations are the same and business operations must be tailored to the organizational needs.

Among the areas we will work with you on are:

- Overall management structure
- Communications and management policies and procedures
- Community engagement
- Possible establishment of a Friends of the Syracuse Animal Shelter, 501C3 to help with fundraising and grants (or work with the existing Second Chance nonprofit to enhance their capabilities if they are directly involved with the City's shelter)

I'm more than happy to discuss this with you further. If you have any questions, please feel free to contact me at libbypost@nysapfedfund.org or at 518-857-6788.

I look forward to hearing from you.



OFFICE OF MANAGEMENT & BUDGET

CITY OF SYRACUSE, MAYOR BEN WALSH

11

October 3, 2024

Timothy M. Rudd
Director

Ms. Patricia McBride
City Clerk
City Hall
Syracuse, New York

Julie Castellitto
Assistant Director

RE: Request for Legislation

Dear Ms. McBride:

On behalf of the Department of Parks, Recreation and Youth Programs, please prepare legislation for the next scheduled Common Council meeting to authorize a waiver of the RFP process to enter into an agreement with the New York State Animal Protection Federation Education Fund (NYSAPFEF) for consulting services in an amount not to exceed \$11,000. This agreement is for the planning and development of the City's new municipal animal shelter.

NYSAPFEF offers unmatched expertise and knowledge of the specific state standards and regulations that the City's new shelter must meet, as mandated by the 2022 Companion Animal Care Standards Act, which will take effect in December 2025. Given their key role in developing these statewide shelter standards and their deep understanding of compliance requirements, they are uniquely qualified to guide the City through this process. Barbara Carr, NYSAPFEF's Chief Shelter Standards Consultant, brings extensive experience as the former Executive Director of the SPCA Serving Erie County, where she oversaw the construction of a state-of-the-art animal shelter. Her expertise, combined with the Federation's legislative insight and hands-on shelter management experience, ensures that Syracuse will receive exceptional guidance throughout this critical project.

The Parks Department respectfully request the approval of this waiver to secure NYSAPFEF's consulting services without undergoing the RFP process. Expenses to be paid from Account #71400.01.541500

Office of Management
and Budget
233 E Washington St
Room 213
Syracuse, N.Y. 13202

Sincerely,

Timothy M. Rudd
Director of Management and Budget

Office 315 448-8252
Fax 315 448-8116

www.syr.gov.net

20




OFFICE OF MANAGEMENT & BUDGET

CITY OF SYRACUSE, MAYOR BEN WALSH

Timothy M. Rudd
Director

Julie Castellitto
Assistant Director

TO: Mayor Ben Walsh
FROM: Timothy M. Rudd, Director of Management & Budget 
DATE: October 3, 2024
SUBJECT: Waiver of RFP Process & Enter An Agreement – New York State Animal Protection Federation Education Fund (NYSAPFEF)

On behalf of the Department of Parks, Recreation & Youth Programs, I am requesting that the City authorize a waiver of the RFP process to enter into an agreement with the New York State Animal Protection Federation Education Fund (NYSAPFEF) for consulting services in an amount not to exceed \$11,000. This agreement is for the planning and development of the City's new municipal animal shelter.

NYSAPFEF offers unmatched expertise and knowledge of the specific state standards and regulations that the City's new shelter must meet, as mandated by the 2022 Companion Animal Care Standards Act, which will take effect in December 2025. Given their key role in developing these statewide shelter standards and their deep understanding of compliance requirements, they are uniquely qualified to guide the City through this process. Barbara Carr, NYSAPFEF's Chief Shelter Standards Consultant, brings extensive experience as the former Executive Director of the SPCA Serving Erie County, where she oversaw the construction of a state-of-the-art animal shelter. Her expertise, combined with the Federation's legislative insight and hands-on shelter management experience, ensures that Syracuse will receive exceptional guidance throughout this critical project.

We respectfully request the approval of this waiver to secure NYSAPFEF's consulting services without undergoing the RFP process. Expenses to be paid from Account #71400.01.541500

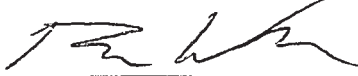
If you agree to enter into this agreement, please indicate by signing below and returning this memo to me so that I may forward a copy to the Common Council along with the legislation request for the next Common Council Meeting.

Thank you for your attention regarding this matter.

Office of Management
and Budget
233 E Washington St
Room 213
Syracuse, N.Y. 13202

Office 315 448-8252
Fax 315 448-8116

www.syr.gov



Mayor Ben Walsh
City of Syracuse, New York

Date

GROWTH. DIVERSITY. OPPORTUNITY FOR ALL.

Contract Entry
Contract

SetID SYGOV
 Contract ID SYGOV 25-157
 Status Approved
 Approval Comments

Contract Version
 Version 1
 Approved Date 12/02/2024

Status Current
 New Version

Administrator/Buyer

Add a Document

Header ?

Contract Style General Contract
 Process Option General Contract

Supplier NYS ANIMAL-001

Supplier ID 0000000173 NYS ANIMAL PROTECTION FEDERATION
 EDUCATI

Primary Contact

Supplier Contract Ref

Description SVCS PLN/DEV MUNI ANIMAL SHLTR

Master Contract ID Dept

Begin Date 10/18/2024 CQ #

Expire Date CT #

Renewal Date

Control Type

Tax Exempt Tax Exempt ID

Auto Default

Lock Chartfields

View Attachments
 Edit Comments
 Contract Activities
 Primary Contact Info
 Contract Header Agreement
 Contract Releases

Retention
 Activity Log
 Document Status
 Thresholds & Notifications
 Price Adjustment Template
 Purchase Order BU Defaults

Corporate Contract

Currency USD

Rate Date 12/02/2024 CRRNT

Must Use Contract Rate Date

Allow Multicurrency PO

Invoice Options

Invoice Number	Gross Amount	0.00	USD
AP Business Unit	Freight Amount	0.00	
Accounting Template	Misc Charge Amount	0.00	Miscellaneous Charges
Payment Terms ID	Sales Tax Amount	0.00	
Basis Date Type	VAT Amount	0.00	

Amount Summary ?

Maximum Amount	11,000.00	USD
Line Item Released Amount	0.00	
Category Released Amount	0.00	
Open Item Released Amount	0.00	
Total Released Amount	0.00	
Remaining Amount	11,000.00	
Remaining Percent	100.00	

Contract Open Item Reference

Allow Open Item Reference Price Can Be Changed on Order
 Adjust Supplier Pricing First Add Open Item Price Adjustments

Contract Items

Catalog Search Item Search Search for Contract Lines

Lines Personalize | Find | View All | [?] | []

Details Order By Amount Item Information Default Schedule Release Amounts Release Quantities Line Groupings Spend Threshold []

Line Item Description UOM Category Merchandise Amt Include fr Release

1



View Category Hierarchy

Category Search

Contract Categories

Lines

Personalize | Find | View All | First

Details Pricing Options Release Amounts Spend Threshold

Line	Category	Description	Status
1	918-32	Consulting Services (Not Otherwise Classified)	Active



Active

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Exhibit 11

What Pet Owners Need to Know About Rabies Vaccinations in New York State

(Effective November 20, 2002, this information sheet must be provided by pet dealers to consumers upon point of sale of cats, dogs, and ferrets.)

State law requires rabies vaccinations (shots) for all cats, dogs and domesticated ferrets!

(Note: Ferrets are illegal in New York City.)

Where can I get my pet vaccinated?

All counties (excluding New York City counties) are required to provide a free vaccination clinic every four months. Contact your county health department for the schedule in your area. Rabies vaccinations are also available from your veterinarian. If you have questions about new vaccines developed specifically for cats and for pets at younger ages, contact your veterinarian.

When should my pet receive its first rabies vaccination?

The law requires that your pet's first rabies vaccination be given no later than four months (three months in New York City) after its date of birth. Many rabies vaccines are licensed for use at three months, although some may be given at younger ages.

When should my pet receive its second rabies vaccination?

Your pet should receive its second rabies vaccination within one year after the first vaccination. The second rabies shot and all shots thereafter are sometimes called booster shots.

After my pet gets its second rabies shot, when is the next booster shot due?

After the second rabies shot, you need to get additional booster shots either annually or every three years, depending on the type of vaccine administered.

What proof will I have that my pet received its rabies shots?

The veterinarian, or a person under the veterinarian's supervision, will provide you with a certificate as proof that your pet has been vaccinated. The veterinarian's office will also keep a copy of your pet's vaccination certificate. The law requires the veterinarian to provide the vaccination certificate to any public health official for any case involving your dog, cat or ferret that may have been exposed to rabies, or in any case of possible exposure of a person or another animal to rabies.

What if my pet needs to be taken to the veterinarian?

Whenever you bring your pet to a veterinarian, s/he will verify if the animal is up-to-date on its rabies shots. If the animal is not up-to-date on its rabies shots or exempt as stated below, or if the veterinarian cannot find proof of the animal's rabies vaccination history, you may request your pet be vaccinated at that time.

*If my pet bites a person, does it have to be euthanized (put to sleep)? **

If your pet bites a person and you wish to avoid euthanizing and testing it for rabies, it must be confined and observed for ten days. If your pet is not up-to-date on its rabies shots, the ten-day confinement/observation period must take place, at the owner's expense, at an appropriate facility such as an animal shelter, veterinarian's office, or kennel. If your pet is up-to-date on its rabies shots, the county health department may allow the ten-day confinement/observation period to take place in your home. During the ten-day confinement period, the county or a designated party must verify that your pet is under confinement and observation, has remained healthy during and at the end of the ten-day period. (* In New York City, ten-day observation periods may be done at the home of the pet owner, regardless of the animal's rabies vaccination status.)

Fines

If your dog, cat or domesticated ferret is not vaccinated, is not up-to-date on its vaccinations, or is not properly confined after biting someone, as the owner you shall be subject to a fine not to exceed \$200 for each offense. Additional fines may apply locally.

Exemptions

The vaccination requirements shall not apply to any dog, cat, domesticated ferret if the animal is transported through New York state and remains in the state 15 days or less; the animal is confined to the premises of an incorporated society devoted to the care of lost, stray or homeless animals; a licensed veterinarian has determined that the vaccination will adversely affect the animal's health; the animal is confined to the premises of a college or other educational or research institution for research purposes; or if the animal is unowned (feral, wild, not socialized).

**Letitia James**

New York State Attorney General

Exhibit 12

Attorney General James Wins \$300,000 for Customers of Long Island Pet Store That Illegally Sold Sick Puppies

Shake A Paw Sold Sick Puppies, Some of Which Died Shortly After Purchase, to Unsuspecting New Yorkers

AG Secures Restitution for Customers and Stops Shake A Paw From Using Known Puppy Mills

March 8, 2024

NEW YORK – New York Attorney General Letitia James today announced that pet store, Shake A Paw, will pay \$300,000 to approximately 190 customers who they illegally and knowingly sold sick puppies to at locations on Long Island. As part of [the settlement](#), Shake A Paw will also be required to change their business practices after an investigation by the Office of the Attorney General (OAG) found Shake A Paw kept dogs in inhumane conditions and sold critically sick puppies that died within days or weeks after purchase. Shake A Paw will pay \$300,000 in restitution to all impacted customers, many of whom spent thousands of dollars on medical bills after the puppies they bought fell sick. The company is also required to stop all misleading advertising about selling the “healthiest” and “best of the best puppies” from the “most trusted breeders,” and can only purchase animals from reputable breeders or brokers that follow state and local laws. Shake A Paw will be banned from selling dogs entirely starting in December 2024 as the result of a new state law taking effect that prevents pet stores from selling dogs.

“New Yorkers who purchase a dog are seeking loyal and loving additions to their families. Unknowingly buying a sick puppy can be downright heartbreaking,” said **Attorney General James**. “Not only did Shake A Paw’s owners treat the dogs in their care despicably, they defrauded their customers by lying about their health, leaving

many families stuck with expensive veterinary bills. Shake A Paw's days of buying and selling sick puppies are over, and their former customers will get restitution for the losses they suffered. I will continue to fight to protect consumers and hold accountable all those who violate laws meant to protect innocent animals."

In December 2021, [Attorney General James sued Shake A Paw](#) after an OAG investigation revealed its two Long Island locations in Hicksville and Lynbrook falsely advertised sick pets as healthy, failed to disclose the animals' legitimate medical conditions, misrepresented puppies' breeds, and refused to reimburse consumers for veterinarian bills they incurred because the dogs they purchased were sick.

In one case, a customer purchased a puppy who died just six days after a Shake A Paw employee told them that the puppy was "fine." In another case, a customer's puppy was hospitalized for severe double pneumonia only two days after purchase. One customer spent over \$2,000 on veterinary bills after a puppy she bought from Shake A Paw was diagnosed with an upper respiratory infection just a week after purchase. Shake A Paw refused to reimburse her for the full cost, in violation of the law.

The OAG's investigation analyzed over 400 veterinary records of puppies sold at the stores and found that more than half of the puppies had upper respiratory infections and/or breathing problems or were infected with parasites. Almost 10 percent were diagnosed with pneumonia, which can be fatal in dogs. The illnesses and congenital defects in these animals were found to be consistent with puppies that are purchased from puppy mills.

Shake A Paw also lied to customers about the sources of its puppies, failing to fully disclose to consumers that their puppies originated from known puppy mills. While its website claimed that they "work with the most trusted breeders nationwide and handpick the best of the bunch," in reality, Shake A Paw's owners shipped thousands of puppies from known puppy mills, including one on the Humane Society's "horrible hundred" list of the worst breeders in the country.

After selling sick puppies to customers, Shake A Paw refused to offer reimbursements when they called to complain. Instead, Shake A Paw directed customers to the company's own veterinarians, who would often fail to correctly diagnose illnesses. In

violation of New York's Pet Lemon Law, Shake A Paw refused reimbursements to customers and told customers they would not be reimbursed if they visited an independent veterinarian.

Shortly after filing the lawsuit against Shake A Paw, Attorney General James [secured a temporary court order](#) banning its two Long Island stores from purchasing or adopting any new animals for resale in New York, requiring a vet appointed by OAG to examine all puppies in Shake A Paw's possession prior to their sale, and freezing its bank accounts.

The settlement announced today resolves OAG's case against Shake A Paw. Shake A Paw will pay \$300,000, which OAG will distribute to impacted customers. The company must comply with all local and state animal welfare laws, including providing adequate housing, enclosures, infection treatment, and other measures to ensure proper care. Shake A Paw will also be banned from sourcing animals from puppy mills and must only purchase animals from breeders or brokers that are licensed with the USDA and do not have recent USDA violations. In addition, Shake A Paw must remove all false and misleading advertising about selling the "healthiest" and "best of the best puppies," and using the "most trusted breeders" from their website and will modify their contract and sales documents to remove deceptive language and conform with the law. Shake A Paw must also provide consumers with all notices and disclosures required by law, including statements certifying the health of the puppies they sell, the breeder's information, and vaccine information.

Beginning in December 2024, Shake A Paw will be banned from selling dogs when a New York law banning retail sales of dogs, cats, and rabbits in pet stores takes effect. The law mandates that pet stores will only be able to offer shelter adoption services for these animals in an effort to combat abusive breeders and puppy mills.

"It was deeply troubling to uncover Shake A Paw's practices and conditions back in 2021, which not only deceived pet owners but also endangered the well-being of innocent animals," said **Senator Kevin Thomas**. "I applaud Attorney General James for securing restitution affected customers, marking a crucial step towards justice for consumers. New York remains steadfast in our commitment to safeguarding consumers and ensuring the humane treatment of all animals, fighting deceptive practices and promoting accountability."

“As a staunch advocate for animal rights in the legislature and someone who is in mourning over the recent loss of our beloved rescue dog Mona, I commend Attorney General James’ handling of this case,” said **Assemblymember Charles Lavine**. “By securing restitution for customers and forcing changes to Shake A Paw’s deceptive practices, she has provided a satisfactory outcome for people who were deeply affected not only financially but emotionally.”

“For too long, pet stores have deceptively marketed and sold sick commercially bred puppies, passing them off as healthy pets from high-quality breeders. In this cruel and unconscionable business model, pet stores and out-of-state puppy mills profit, while families are left emotionally and financially drained caring for a puppy with painful, chronic or fatal illnesses or deformities,” said **Matt Bershader, ASPCA President and CEO**. “We thank Attorney General James for holding Shake a Paw accountable for the pain they have caused so many New Yorkers.”

“I would like to thank the Attorney General’s office for working tirelessly for years on this case,” said **Erin Laxton, a former Shake A Paw customer**. “I appreciate that Shake A Paw is being held accountable for their deceptive practices. Coming to a resolution after so much time is a huge relief and I feel like I was able to get justice for my poor puppy, Merlin. I miss my puppy every day but I am proud to have been part of this process. With the stricter oversight and more truthful disclosures, I hope that no one else will have to experience what my family and I went through.”

“I want to thank Attorney General James’ office for taking action and helping people like me throughout this very emotional process,” said **Meaghan Huber, a former Shake A Paw customer**. “As a longtime dog lover and customer affected by the neglect of these small helpless puppies, I am happy that justice is being served. While nothing will ever fill the void of losing my family’s dog Mei Mei just shy of her second birthday and seeing her as sick as she was, we will always love her unconditionally and know she is running around pain free looking down on us with her angel wings. The puppies they mistreated never had a voice, but today the people behind Shake A Paw’s actions are finally being held accountable.”

Attorney General James urges New Yorkers who have been the victim of pet retailers using similar deceptive or fraudulent practices to [file a complaint online](#).

The Attorney General's Office would like to thank: Dr. Julie Fixman, DVM; Dr. Diane Levitan, DVM; Kathleen Summers, Director of Outreach and Research of the Humane Society of the United States Stop Puppy Mills Campaign, ASPCA; and Investigator Matthew Roper of the Nassau County SPCA for their assistance in this investigation.

This matter was handled by Valerie Singleton, Assistant Attorney General in Charge of the Nassau Regional Office, Toni Logue, Deputy AAGIC, and Christina Bedell, AAG, with support from Consumer Frauds Representative James Sfiroudis, Investigators Paul Matthews, Michael Christian, Andre Job, Robert Pompey-Goodman, and Heather Harmer, Legal Assistants Elizabeth Hatchett and Karen Swett, Assistant to the Deputy Attorney General for Regional Affairs Tasha Bartlett, and interns Annie Wang, Ingrid Chung, and Zoe Basulto. Data Analysts Anushua Choudhury and Casey Marescot, under the supervision of Gautam Sisodia, Acting Director of Research & Analytics, Hewson Chen, Manager of Criminal Justice Discovery of the Practice Technologies Group, and Detective Investigator Eamon Murphy also assisted in this investigation. The Nassau Regional Office is part of the Division of Regional Affairs, which is led by Chief Deputy Attorney General for Regional Affairs Jill Faber. The Division of Regional Affairs is overseen by First Deputy Attorney General Jennifer Levy.

PARKS AND RECREATION CAPITAL PROGRAM FINANCIAL AND NARRATIVE SUMMARY

Rank	Program/Project	2020/21	2021/22	2022/23	2023/24	2024/25	2025/26	Total
1	Municipal Dog Shelter	\$300,000	\$500,000	\$500,000	\$0	\$0	\$0	\$1,300,000
2	Park Facility Improvements	\$1,261,330	\$150,000	\$150,000	\$150,000	\$150,000	\$150,000	\$2,011,330
3	Court Improvements	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$600,000
4	Tree Pits	\$65,000	\$150,000	\$180,250	\$192,500	\$200,000	\$250,000	\$1,037,750
5	Landscape Restoration	\$175,000	\$210,000	\$250,000	\$250,000	\$250,000	\$250,000	\$1,385,000
6	Tree Replacement	\$100,000	\$160,000	\$170,000	\$180,000	\$190,000	\$200,000	\$1,000,000
7	Park Road/Sidewalk Paving	\$100,000	\$150,000	\$150,000	\$100,000	\$100,000	\$100,000	\$700,000
8	Urban Forest Restoration	\$30,000	\$40,000	\$40,000	\$45,000	\$45,000	\$40,000	\$240,000
9	Pool & Fountaine Improvements	\$550,000	\$300,000	\$300,000	\$300,000	\$300,000	\$300,000	\$2,050,000
	Equipment and Motor Vehicles	\$542,000	\$141,000	\$236,000	\$297,000	\$193,000	\$172,000	\$1,581,000
	PROGRAM TOTAL	\$3,223,330	\$1,901,000	\$2,076,250	\$1,614,500	\$1,528,000	\$1,562,000	\$11,905,080

1. **Municipal Dog Shelter:** Program years 2020/21 through 2022/23. This project will provide a safe place for lost/stray dogs to be housed while the Dog Control Officers make strides to reunite them with their owners or find them new homes
2. **Park Improvements:** Program years 2020/21 through 2025/26. This program allows facility improvements to complete routine equipment replacement, code compliance and facility accessibility required remodeling. The purpose of this program is to maintain facility investment and expand facility use.
3. **Court Improvements:** Program years 2020/21 through 2025/26. This program provides improvements to all new and existing court surfaces, posts, goals and related features for all City park basketball, tennis, roller-skating, handball and other recreational courts.
4. **Tree Pits:** Program years 2020/21 through 2025/26. This project will repair heaved tree frames and grates or sunken areas inside pits as well as expand tree pits to eliminate trip hazards and improve tree survival and growth. Both actions will improve walkability, public and environmental health and aesthetics of business corridors as the result of improved tree health and growth.
5. **Landscape Restoration:** Program years 2020/21 through 2025/26. This program will manage nuisance vegetation that is creating viability issues in our parks and around facilities, impairing natural regeneration of future forests due to dense colonization, and posing health risk. The program will also restore our historic landscapes.
6. **Tree Replacement:** Program years 2020/21 through 2025/26. This program provides tree planting along streets and in parks in response to removals and hazards.
7. **Park Road/Sidewalk Paving:** Program years 2020/21 through 2025/26. This program will replace damaged sidewalks and service roads for vehicles throughout the park system. Required accessible paths to play equipment and park furnishings for handicapped and senior citizens will be provided.
8. **Urban Forest Restoration:** Program years 2020/21 through 2025/26. This program helps to restore the Parks' landscapes by providing tree maintenance and replacement. This program supports ongoing cooperative efforts and programs to develop a management plan for the City's street and park trees.
9. **Pool Improvements:** Program years 2020/21 through 2025/26. This program provides improvement for existing park pools city wide. Work performed includes equipment, material and consultant services for pool structures and facility components.

POLICE CAPITAL PROGRAM FINANCIAL AND NARRATIVE SUMMARY

Rank	Program/Project	2020/21	2021/22	2022/23	2023/24	2024/25	2025/26	Total
1	Computer & Printer Upgrades	\$120,000	\$80,000	\$80,000	\$80,000	\$80,000	\$80,000	\$520,000
2	Body Worn Cameras	\$384,000	\$0	\$0	\$0	\$0	\$0	\$384,000
3	Motor Vehicles	\$1,657,000	\$1,962,000	\$2,003,000	\$2,044,000	\$2,079,000	\$2,120,000	\$11,865,000
	PROGRAM TOTAL	\$2,161,000	\$2,042,000	\$2,083,000	\$2,124,000	\$2,159,000	\$2,200,000	\$12,769,000

1. **Department Upgrade of Computers/Printers:** Program years 2020/21 through 2025/26. This program will modernize the department's information and data exchange architecture, and will replace personal computers, printers and other desktop peripherals.
2. **Body Worn Cameras:** Program year 2020/21. This is the purchase of approximately 147 body worn cameras and associated equipment, licensing and software subscriptions. Devices will be helpful in resolving disputes between the public and police, gathering evidence of crimes and showing an officer's perspective in often chaotic situations.
3. **Motor Vehicles:** Program years 2020/21 through 2025/26. This continues the annual replacement program for vehicles necessary for the effective delivery of police services in the City. Equipment is identified for replacement based on their general condition and their useful life expectancy.

Exhibit 14

PARKS CAPITAL IMPROVEMENT PROGRAM FINANCIAL AND NARRATIVE SUMMARY

Program/Project	2023	2024	2025	2026	2027	2028	Total
1 Urban Forest Restoration	\$40,000	\$45,000	\$50,000	\$50,000	\$50,000	\$60,000	\$295,000
2 Tree Planting	\$535,000	\$540,000	\$167,000	\$170,000	\$175,000	\$177,000	\$1,764,000
3 Natural Areas Management	\$125,000	\$128,000	\$131,000	\$133,000	\$136,000	\$140,000	\$793,000
4 Cyclical Pruning	\$375,000	\$525,000	\$720,000	\$760,000	\$800,000	\$800,000	\$3,980,000
5 Vacant Land stabilization and greening (\$0	\$103,000	\$107,000	\$110,000	\$115,000	\$120,000	\$555,000
6 Tree Pit Enhancement in business distric	\$418,750	\$436,250	\$386,000	\$405,000	\$425,000	\$450,000	\$2,521,000
7 Professional Services / Planning	\$125,000	\$125,000	\$125,000	\$125,000	\$125,000	\$125,000	\$750,000
8 Neighborhood Parks Improvement	\$300,000	\$300,000	\$300,000	\$0	\$0	\$0	\$900,000
9 Monuments and Fountains	\$150,000	\$150,000	\$120,000	\$120,000	\$120,000	\$120,000	\$780,000
10 Pools	\$300,000	\$500,000	\$500,000	\$500,000	\$500,000	\$500,000	\$2,800,000
11 Stone Walls and Steps	\$300,000	\$200,000	\$150,000	\$150,000	\$150,000	\$150,000	\$1,100,000
12 Facility Improvements	\$200,000	\$220,000	\$240,000	\$260,000	\$280,000	\$300,000	\$1,500,000
13 Park Road/Sidewalk Paving	\$225,000	\$225,000	\$250,000	\$250,000	\$250,000	\$250,000	\$1,450,000
14 Park Maintenance Master Planning	\$100,000	\$100,000	\$55,000	\$55,000	\$0	\$0	\$310,000
15 Court Improvements	\$150,000	\$124,000	\$100,000	\$100,000	\$100,000	\$100,000	\$674,000
16 Municipal Dog Shelter	\$0	\$500,000	\$400,000	\$250,000	\$250,000	\$250,000	\$1,650,000
17 Vehicle Replacement - Mowers	\$180,000	\$80,000	\$80,000	\$120,000	\$80,000	\$80,000	\$620,000
18 Vehicle Replacement - Vans, Trucks anc	\$175,000	\$175,000	\$175,000	\$220,000	\$220,000	\$220,000	\$1,185,000
19 Green Infrastructure	\$150,000	\$150,000	\$150,000	\$150,000	\$150,000	\$150,000	\$900,000
20 Landscape Restoration and Repair	\$50,000	\$75,000	\$100,000	\$100,000	\$200,000	\$200,000	\$725,000
21 Downtown Parks Revitalization	\$150,000	\$150,000	\$100,000	\$100,000	\$0	\$0	\$500,000
22 Kirk Park Memorial	\$250,000	\$0	\$0	\$0	\$0	\$0	\$250,000
23 Spirit of Jubilee Stage	\$250,000	\$0	\$0	\$0	\$0	\$0	\$250,000
24 Greenhouse Improvements	\$300,000	\$0	\$0	\$0	\$0	\$0	\$300,000
25 Northside Park Improvements	\$300,000	\$0	\$0	\$0	\$0	\$0	\$300,000
26 Cannon Street Community Center	\$100,000	\$0	\$0	\$0	\$0	\$0	\$100,000
27 Urban Forest Master Plan Canopy Goals	\$2,000,000	\$0	\$0	\$0	\$0	\$0	\$2,000,000
28 Schiller Park Forest Restoration	\$250,000	\$0	\$0	\$0	\$0	\$0	\$250,000
29 Sankofa Playground	\$50,000	\$0	\$0	\$0	\$0	\$0	\$50,000
30 Onondaga Creek Phase 2 - Repairing Bt	\$894,251	\$0	\$0	\$0	\$0	\$0	\$894,251
31 Upper Onondaga Park Playground	\$150,000	\$0	\$0	\$0	\$0	\$0	\$150,000
32 Thornden Park Grounds and ADA	\$0	\$300,000	\$0	\$0	\$0	\$0	\$300,000
33 Thornden Park Stage and Amphitheater	\$0	\$200,000	\$0	\$0	\$0	\$0	\$200,000
34 Thornden Park Pool	\$0	\$100,000	\$0	\$0	\$0	\$0	\$100,000
35 Westminster Park	\$0	\$600,000	\$0	\$0	\$0	\$0	\$600,000
36 Eternal Flame	\$100,000	\$0	\$0	\$0	\$0	\$0	\$100,000
37 Eastwood Skate Plaza - phase 2	\$0	\$200,000	\$0	\$0	\$0	\$0	\$200,000
38 Fayette Park Fire Fighters Memorial	\$0	\$300,000	\$0	\$0	\$0	\$0	\$300,000
39 Soldiers and Sailors Monument	\$375,000	\$0	\$0	\$0	\$0	\$0	\$375,000
PROGRAM TOTAL	\$9,068,001	\$6,551,250	\$4,406,000	\$4,128,000	\$4,126,000	\$4,192,000	\$32,471,251

1. **Urban Forest Restoration:** Program years 2022/23 through 2027/28. This program helps to restore the parks' landscape by providing tree maintenance and replacement. This program supports ongoing cooperative efforts and programs to develop a management plan for the City's street and park trees.
2. **Tree Replacement:** Program years 2022/23 through 2027/28. This program provides site amendment and tree planting along streets and in parks. Approximately 300 trees and 100 sites will be planted/amended annually.
3. **Natural Areas Management:** Program years 2022/23 through 2027/28. This program will incorporate sustainable and natural landscape management principles and activities aimed at returning degraded, damaged and fragmented ecosystems back to socially healthy and environmentally productive landscapes.
4. **Cyclical Pruning:** Program years 2022/23 through 2027/28. This program will implement cycle pruning resulting in reduced unit costs to prune (per tree) by approximately 20% due to reduced vehicle miles traveled between tree locations.
5. **Vacant Land Stabilization:** Program years 2023/24 through 2027/28. This will be a collaborative effort with NBD to identify vacant lands to stabilize within RNI target areas through the process of land clearing regrading and replanting with grass and trees as a minimum site condition. A planning process will be utilized to identify select lots that will become permanent green spaces.
6. **Tree Pits:** Program years 2022/23 through 2027/28. The 5 by 5 existing tree pits will be replaced by 75 cubic foot pits with 300 to 1,000 cubic feet. The work-plan will be integrated with Transportation, Planning and Engineering.
7. **Professional Services/Planning:** Program years 2022/23 through 2027/28. This program allows the City Parks department to engage in professional services contract agreements to provide project documentation including but not limited to construction, written quotes and other activities related to professional and licensed services.
8. **Neighborhood Park Improvements:** Program years 2022/23 through 2024/25. This program will help to facilitate neighborhood community engagement processes to determine the needs and desires of community members and various stakeholders. Expenditures to include but not limited to park amenity upgrades and improvement, increased programming, infrastructure inventory and assessment, various support for neighborhood social activities such as team sports and parks events.
9. **Monument & Fountains:** Program years 2022/23 through 2027/28. This program will focus on monuments, fountains, tablets, memorial and hardscapes in parks in need of restoration and/or cleaning services to prevent further deterioration and loss of historical features. This will restore historic, civic and cultural artifacts within city parks.
10. **Pool Improvements:** Program years 2022/23 through 2027/28. This program will upgrade an aging inventory of city-wide pools to meet contemporary health and safety standards for users and staff. It will reduce liability and improve facility use and operations. Work performed includes equipment, material and consultant services for pool structures and facility components.
11. **Stonewalls & Steps:** Program years 2022/23 through 2027/28. This project would allow the city to begin to analyze city wide stone walls and masonry steps for maintenance, repair and rehabilitation within the city right of way. Funds will be used to remediate potentially dangerous conditions generated from deterioration and/or erosion.
12. **Facility Improvements:** Program years 2022/23 through 2027/28. This program allows facility improvements to complete routine equipment replacement; code compliance and facility accessibility required remodeling. The purpose of this program is to maintain facility investment and expand facility use.

13. **Park Road/Sidewalk Paving:** Program years 2022/23 through 2027/28. This program will replace damaged sidewalks and service roads for vehicles throughout the park system, including maintenance for non-vehicular pedestrian trails. . Required accessible paths to play equipment and park furnishings for handicapped and senior citizens will be provided where possible.
14. **Parks Maintenance Master Planning:** Program years 2022/23 through 2025/2026. This program provides support for services related to the development of a comprehensive City of Syracuse Parks Green & Open spaces Masterplan that is to be adopted by the city.
15. **Court Improvements:** Program years 2022/23 through 2027/28. This program provides improvements to all city park basketball, tennis, roller-skating, handball and other recreational courts. After ballfields, courts are the most heavily used facilities and incur the most damage due to variations in climatic conditions. Preventive measures will increase the life of the courts.
16. **Municipal Dog Shelter:** Program years 2023/24 through 2027/28. This program provides support for the development of a municipal dog shelter to humanely provide clean and sanitary confinement to lost or surrendered animals.
17. **Vehicle Replacement- Mowers & Specialty Equipment:** Program years 2022/23 through 2027/28. This will replace the aging mowers for golf courses and field maintenance equipment.
18. **Vehicle Replacement-Vans, Trucks & Utility Vehicles:** Program years 2022/23 through 2027/28. This program will replace aging park department vehicles.
19. **Green Infrastructure Improvements:** Program years 2022/23 through 27/28. This program will upgrades and support green infrastructure improvements at park locations adjacent to other public works programs and projects. Measures include the use of plant or soil systems, permeable pavement or other permeable surfaces or substrates, storm water harvest and reuse, or landscaping to store, infiltrate , evapotranspiration of storm water and reduce flows to the sewer system or to surface waters.
20. **Landscape Restoration:** Program years 2022/23 through 2027/28. This program will manage nuisance vegetation that is creating viability issues in our parks and around facilities, impairing natural regeneration of future forests due to dense colonization, and posing health risk. The program will also restore our historic landscapes.
21. **Downtown Parks Revitalization:** Program years 2022/23 through 2025/26. This 4-year program will provide support for improvements of Downtown Parks including but not limited to amenity upgrades, greenspace improvements and pedestrian safety upgrades.
22. **Kirk Park Memorial:** Program year 2022/23. In honor of the minority men and women from Syracuse who have served in foreign wars, the Parks Department proposes a joint effort to work with local veterans to design and construct a monument memorial in Syracuse's Kirk Park. The monument would utilize local university students to visualize and imagine the needs of the community stakeholders.
23. **Spirit of Jubilee Stage:** Program year 2022/23. To enhance the quality of the Spirit of Jubilee Park and to build on a history of local talent, funds are being proposed for the construction of a permanent musical performance stage within the park. Community members expressed a desire for an outdoor events venue that helps to activate the South Ave economic corridor. The stage would strengthen the Southside and surrounding communities by providing a place for up to 200 people to enjoy levels of performances and other event for schools, organizations, music, dance, movie nights, fashion shows and more.
24. **Greenhouse Improvements:** Program year 2022/23. This project will include the roof, ventilation, exhaust and heating replacements, facility Wi-Fi upgrades and upgrade of the educational facility.
25. **Northside Park Improvements:** Program year 2022/23. This program will include upgrades to various parks on the Northside.

**PARKS CAPITAL IMPROVEMENT PROGRAM
FINANCIAL AND NARRATIVE SUMMARY**

Program/Project	2026	2027	2028	2029	2030	2031	Total
1 Urban Forest Restoration	\$50,000	\$53,000	\$55,000	\$60,000	\$60,000	\$65,000	\$343,000
2 Tree Planting	\$196,250	\$205,000	\$212,500	\$217,000	\$225,000	\$231,750	\$1,287,500
3 Natural Areas Management	\$667,000	\$684,600	\$703,500	\$366,000	\$261,000	\$263,000	\$2,945,100
4 Vacant Land Stabilization	\$401,700	\$413,751	\$426,164	\$438,948	\$452,117	\$465,680	\$2,598,360
5 Tree Pit Enhancements	\$515,000	\$530,450	\$546,000	\$563,000	\$580,000	\$597,400	\$3,331,850
6 Creekwalk & Trails Vegetation Management	\$490,227	\$230,439	\$221,614	\$388,275	\$447,960	\$449,700	\$2,228,215
7 Community Parks Improvement Burnet Park	\$450,000	\$3,000,000	\$3,000,000	\$3,000,000	\$3,000,000	\$3,000,000	\$15,450,000
8 Community Parks Improvement Thornden Park	\$150,000	\$1,500,000	\$1,000,000	\$1,000,000	\$200,000	\$200,000	\$4,050,000
9 Ice Rinks & Golf Course - Meachem & Sunnycrest Park	\$200,000	\$1,700,000	\$200,000	\$2,000,000	\$150,000	\$150,000	\$4,400,000
10 Municipal Dog Shelter	\$2,000,000						\$2,000,000
11 Neighborhood Parks Improvement	\$300,000	\$300,000	\$300,000	\$300,000	\$300,000	\$300,000	\$1,800,000
12 Monuments & Fountains	\$150,000	\$150,000	\$150,000	\$150,000	\$150,000	\$150,000	\$900,000
13 Splashpads	\$250,000	\$250,000	\$250,000	\$250,000	\$250,000	\$250,000	\$1,500,000
14 Stone Walls & Steps	\$300,000	\$315,000	\$330,750	\$347,288	\$364,652	\$382,884	\$2,040,574
15 Parks Facility Improvements	\$600,000	\$1,200,000	\$1,200,000	\$1,200,000	\$6,000,000	\$1,200,000	\$11,400,000
16 Parks Paving & Sidewalks	\$371,300	\$382,450	\$393,900	\$405,750	\$426,037	\$438,818	\$2,418,255
17 Court Improvements	\$450,000	\$150,000	\$150,000	\$150,000	\$150,000	\$150,000	\$1,200,000
18 Vehicle Replacement -Equipment	\$300,000	\$180,000	\$195,000	\$205,000	\$215,000	\$225,000	\$1,320,000
19 Vehicle Replacement - Vans/ Trucks/ Vehicles	\$240,000	\$250,000	\$250,000	\$250,000	\$250,000	\$250,000	\$1,490,000
20 Vehicle Replacement - Zamboni	\$200,000			\$220,000			\$420,000
21 Parks Pool Improvements	\$250,000	\$250,000	\$250,000	\$1,500,000	\$1,500,000	\$250,000	\$4,000,000
22 Landscape Restoration	\$250,000	\$250,000	\$250,000	\$250,000	\$250,000	\$250,000	\$1,500,000
23 Downtown Parks Revitalization	\$250,000	\$150,000	\$150,000	\$150,000	\$150,000	\$150,000	\$1,000,000
24 Playground Improvements & Replacement	\$260,000	\$260,000	\$260,000	\$260,000	\$260,000	\$260,000	\$1,560,000
25 Pavilion Improvements & Replacement	\$225,000	\$150,000	\$250,000	\$150,000	\$150,000	\$150,000	\$1,075,000
26 Parks Security Upgrades	\$75,000	\$75,000	\$75,000	\$75,000	\$75,000	\$75,000	\$450,000
27 Parks Public Art Initiative	\$35,000	\$35,000	\$35,000	\$35,000	\$35,000	\$35,000	\$210,000
28 Playground Safety and Surface Replacement	\$200,000	\$200,000	\$200,000	\$200,000	\$200,000	\$200,000	\$1,200,000
29 Inner Harbor Revitalization	\$500,000	\$300,000	\$300,000	\$1,500,000	\$200,000	\$200,000	\$3,000,000
30 Westminster Park	\$2,300,000						\$2,300,000
31 Travelers Rest Rehabilitation	\$200,000						\$200,000
32 African American & Hispanic Veterans Memorial-Kirk Park	\$1,300,000						\$1,300,000
33 LGBTQ+ Community Center Project	\$50,000	\$200,000					\$250,000
34 Clinton Square Monument Restoration	\$375,000	\$150,000	\$2,500,000				\$3,025,000
35 Parks Signage & Equipment	\$150,000	\$150,000	\$150,000	\$150,000	\$150,000	\$150,000	\$900,000
36 Thornden Stage & Amphitheater	\$750,000						\$750,000
37 NY Swim Grant Thornden & Upper Onondaga Pool	\$4,000,000						\$4,000,000
PROGRAM TOTAL	\$19,451,477	\$13,664,690	\$14,004,428	\$15,781,261	\$16,451,766	\$10,489,232	\$89,842,854

1. **Urban Forest Restoration:** About 80% of this allocation will go toward a 1/6th street and park re-inventory that will inform management the following budget year. Remaining dollars are used to supplement grant match or additional contractual services including trees, tree planting, natural areas restoration and site amendment services.
2. **Tree Planting:** This program provides site amendment and tree planting along streets and in parks. Approximately 300 trees and 100 sites will be planted/amended annually.
3. **Natural Areas Management:** This program will incorporate sustainable and natural landscape management principles and activities aimed at returning degraded, damaged and fragmented ecosystems back to socially healthy and environmentally productive landscapes.
4. **Vacant Land Stabilization:** This will be a collaborative effort with NBD to identify vacant lands to stabilize within RNI target areas through the process of land clearing regrading and replanting with grass and trees as a minimum site condition. A planning process will be utilized to identify select lots that will become permanent green spaces.
5. **Tree Pit Enhancements:** The Forestry Division will use this allocation and partner with streetscape and sidewalk projects to improve growing conditions under hardscape or through soil remediation. Project locations will be based on Engineering TIPs, sidewalk replacement priorities and where healthy specimen trees are creating significant sidewalk hazards.
6. **Creekwalk & Trails Vegetation Management:** This program is intended to be used for the managing invasive and nuisance vegetation along the Creekwalk between Hiawatha Boulevard and Downtown Syracuse. Vegetation management includes mechanical and herbicide application methods including annual treatment to address problem areas.

**PARKS CAPITAL IMPROVEMENT PROGRAM
FINANCIAL AND NARRATIVE SUMMARY**

7. Community Park Improvement-Burnet: This program allocation will be used for comprehensive facility improvements across key areas within Burnet Park.

Arts & Crafts Building: Improvements include dust filtration systems and repairs to existing HVAC and ventilation systems to ensure compliance with health and safety standards.

Golf Course Clubhouse: Plans will focus on roof repairs, structural updates, and restroom facility upgrades. Energy-efficient HVAC systems will be installed to improve year-round usability and reduce operational costs.

Fieldhouse & Pool House: The focus will be on restoring damaged structural elements, replacing outdated electrical panels, and installing modern, energy-efficient lighting and water-saving fixtures. Accessibility improvements prioritized to meet ADA standards.

Fieldhouse Reconstruction & Retrofit: Planning initiative to include complete interior renovation or full scale reconstruction of fieldhouse facility. Includes, upgrading locker rooms, and modernizing mechanical, electrical, and plumbing systems to increase functionality and energy efficiency.

8. Community Park Improvement-Thornden: This program allocation will be used for comprehensive facility improvements across key areas within Thornden Park.

Fieldhouse & Carriage House Upgrades with ADA Compliance: Upgrades will include roof repairs, structural reinforcements, and installation of ADA-compliant access points. The carriage house will also undergo restoration to preserve its historical significance while improving functionality for park operations and events.

Amphitheater and Stage Restoration: Updates and restoration the lower bathrooms and dressing rooms to modern standards, ensuring accessibility and usability for park visitors. Accessibility to and from the stage will be improved. The stage would undergo significant renovations to support modern performances, including:

- Updating stage lighting for enhanced visibility and performance.
- Renovating the overhead canopy to provide better coverage and shelter during performances.
- Revamping the lawn seating area to increase comfort and audience capacity.

Grant Support Contracting: Additional funds will support contracting services for future restoration and capital projects related to ADA accessibility

9. Ice Rinks & Golf Courses: This program supports the creation of design documents for necessary facility upgrades at key Ice Rink Facilities and Golf Courses within the parks. The program will support the planning, development, and technical specifications needed to replace the aging chiller unit at the Clinton Square Ice Rink, Meachem Ice Rink, and several other capital improvements. The project will also encompass all related mechanical, electrical, and plumbing (MEP) systems to ensure seamless and energy-efficient operation.

10. Municipal Dog Shelter: This program provides support for the design, development, and construction of a municipal dog shelter to humanely provide clean and sanitary confinement to lost or surrendered animals.

11. Neighbor Park Improvements: This program helps to facilitate neighborhood community engagement processes to determine the needs and desires of community members and various stakeholders. Parks staff will use traditional planning engagement methods for input and feedback regarding the existing conditions of various parks within a neighborhood district. Expenditures to include but not limited to park amenity upgrades, playground improvements, increased programming, infrastructure repair, and various support for social neighborhood activities such as team sports and special events.

12. Monuments & Fountains: This program will focus on monuments, fountains, tablets, memorials, and other historical and non-historical hardscapes in parks in need of restoration and/or rehabilitation to prevent further deterioration and loss of historical features. This will restore historic, civic, and cultural artifacts within city parks while supporting the development and construction of new monuments, memorials, fountains, and landmarks. These recognizable assets are essential for understanding the cultural and historic significance of the past, present, and future of the city.

13. Splashpads: This program will help with the replacement, retrofit, upgrade, or addition of new splashpads within the City of Syracuse Parks. Splashpads encourage interactive and social play for individuals and children while being an accessible play experience.

14. Stone Walls & Steps: This project would allow the city to begin to analyze city wide stone walls and masonry steps for maintenance, repair and rehabilitation within the city right of way. Funds will be used to remediate potentially dangerous conditions generated from deterioration and/or erosion.



New York State Animal Population Control Program (APCP)

The New York State Animal Population Control Program is a low-cost spay/neuter grant program administered by the ASPCA on behalf of the New York State Department of Agriculture and Markets.

Unless otherwise stated in the specific guidelines below, grants for this program will follow ASPCA [Grant Guidelines](#) and [Grant Requirements](#) on this website. We recommend reviewing these pages prior to submitting an inquiry or application.

Eligibility Requirements for Applicants

The following types of organizations are eligible to apply to the ASPCA for APCP grant funds:

- Municipal or county animal shelters and animal control
- 501(c)(3) non-profit organizations in good standing with the Office of the Attorney General's Charities Bureau and the Secretary of State and that operate as animal rescues, animal adoption organizations, spay/neuter clinics, providers and facilitators, or other entities whose core mission predominately includes efforts to manage the companion animal population in New York State

Designated Beneficiaries of APCP Grant Projects

As required by New York State law, the allocation of APCP grants is restricted to entities providing low-cost* spay/neuter services for canines and felines to New York State residents who receive public assistance or who have adopted an animal from a qualified nonprofit or government organization (i.e. "designated beneficiaries").

To be eligible, designated beneficiaries and their pets must meet the following criteria:

- The animal must be a cat, kitten, dog or puppy
- The animal must NOT have been imported from outside the state
- The person presenting the animal for sterilization must provide proof of residence in New York State

- The person presenting the animal for sterilization must provide proof of ONE of the following forms of eligibility:
 - Participation in one of the following programs: food stamps, supplemental security income for the aged, blind and disabled, low-income housing assistance, Family Assistance, Safety Net Assistance, Medical Assistance or other similar programs suggested by applicants or the ASPCA and approved by the Agriculture and Markets Commissioner OR
 - Adoption from a government shelter or nonprofit animal welfare organization in New York State. (No proof of ownership shall be required given the difficulty in identifying a consistent or decisive form of proof, especially with respect to cats (e.g., barn cats); therefore, only proof of low-income assistance or adoption from an eligible shelter shall be required.)

Regardless of the above criteria, animals adopted from organizations whose adoption fees include the cost of spay/neuter services are NOT eligible for spay/neuter services through grant projects funded with APCP funds.

* Low-cost is defined as *substantially* less than the average cost in the applicant's service area for spaying or neutering services, which may include any and all ancillary changes for services, including, but not limited to, pre-surgical examinations, tests and immunizations, and other services related to spay or neuter procedures.

Additional Guidelines for Proposals

- Projects that cannot reasonably be limited to the designated beneficiaries and will therefore benefit other populations are eligible as long as the applicant can demonstrate that the project will provide significant outreach to and impact on the designated beneficiaries. When feasible, the requested amount should reflect only the pro-rated cost of the program that will benefit the intended APCP beneficiaries.
- Projects that include or result in direct spay/neuter services to designated beneficiaries must include a co-pay of at least one dollar per animal to be paid by the person presenting the animal(s) for sterilization.
- All veterinary services provided to animals targeted with APCP funds must be performed by a veterinarian licensed in New York State.

Proposals may include the following types of funding requests:

- Co-pay or voucher or similar programs that provide direct spay/neuter services to eligible pet parents (such programs must include a co-payment of at least one dollar per animal; tiered co-pay schedules are encouraged when prudent)
 - Note that shelters may use ACPG grant funds to provide spay/neuter services prior to the release of a dog or cat only where there is a signed adoption agreement.
- Infrastructure, capital improvements and equipment that result in an increase in the number of low-cost spay/neuter procedures and a decrease in the costs of such procedures during and/or beyond the grant term.
- Spay/neuter events designated for or that include designated populations.
- Targeted spay/neuter programs that identify a local need or problem, such as pets in low-income families or specific types or breeds of pets within a targeted geographic area or neighborhood.
- Payroll and expense support for *new* staff hires, including veterinarians, vet techs or other staff who will play a *significant* role in providing low-cost spay/neuter services to designated beneficiaries.
- Mobile and MASH-style spay/neuter programs, including equipment, vehicles and costs associated with vehicles.
- Stipends for costs, including fees and travel expenses, associated with the training of staff and veterinarians in low-cost spay/neuter techniques for High-Quality High-Volume Spay/Neuter (HQHVSN) at ASPCA Spay/Neuter Alliance in Asheville, North Carolina (stipend eligibility is contingent upon application to one of the ASPCA Spay/Neuter Alliance's training programs).
- Costs associated with the implementation, expansion and sustainability of HQHVSN programs.
- Other projects that either directly or indirectly provide demonstrable low-cost spay/neuter services to designated beneficiaries.

A detailed project description for each project is required on the application and must include the following information:

- Clearly identified method of providing low-cost spay/neuter services
- Anticipated fee schedule for these services
- Size and need of the targeted populations
- Plan for outreach and promotion of services
- Demonstration or evidence of experience and qualifications for providing low-cost spay/neuter services
- Project's cost-effectiveness
- List of partner organizations and veterinarians that will provide spay/neuter services

Evaluation

The ASPCA will evaluate all approved grants during and at the end of the grant term. Grantees agree to present reports and other evidence on the use of the grant funds to verify compliance with ASPCA standards and ACPF funding rules. The ASPCA may require that grants for projects that provide direct spay/neuter services to designated beneficiaries submit a periodic progress report identifying the age, species and sex of the animals altered, the name of the agency from which the animal was adopted or the type of eligible public assistance, and the county of residence.

Please read the [Grant Requirements](#) section of this website for an explanation of typical grant reporting requirements grantees may be asked to fulfill.

How to Apply

To be considered for a grant, you must submit your request online through this link: [Application for New York State ACPF Spay/Neuter Grants](#)

Please Note:

- **Submit *one* project per application.** Multiple applications are encouraged if your organization is seeking ACPF funding for more than one project. Counties applying for exemption should submit one request with a synopsis of their entire plan, regardless of the number of projects in their plan.
- Organizations may reapply through the normal process at any time for consideration for additional ACPF funds.
- There are **no deadlines** to submit applications.
- There are no minimums or maximums for requested grant amounts. However, funded grant amounts may differ from requested amounts.
- Incomplete applications will not be considered.

Animal Population Control Program guidelines are subject to change based on legal interpretation and any future amendments to the state law that created it. Please be understanding if your proposals or elements of your proposals are deemed ineligible for ACPF funding following review by ASPCA staff for both quality and adherence to the provisions of the law.

Note: Requests for Exemption

County governments may apply for exemption from the state APCP fund to administer their own program. Exemption obligates counties to use future animal license surcharges collected by municipalities within county borders for their approved APCP county plan. Such applications are subject to review and approval by the ASPCA, which is mandated by its agreement with the State of New York and the state law establishing the APCP to make its assessment of all applications based on the quality of proposed projects.

Organizations, including municipal agencies, based in or serving counties that the ASPCA approves for exemption, are not eligible to receive APCP funding from the ASPCA-administered state fund, except for projects that serve animals outside the borders of such counties.

County exemption applications must include the following information:

- Anticipated revenue from municipal license surcharges from September 2011 through December 2015
- A cost-benefit analysis of APCP exemption vs. participation which clearly demonstrates the county's ability to provide a higher number of low-cost spay/neuter services at a lower program cost through a county-administered plan than would be provided to eligible applicants by APCP

Please note:

- Counties may apply for exemption from the APCP.
- Organizations in counties that are exempt from the APCP are ineligible to apply for APCP funds intended to finance spay/neuter services within the exempt county.
- Organizations located in counties that are exempt from the APCP *may* apply for APCP funds for spay/neuter services if those services will be provided in *other* counties.



Department of Agriculture and Markets

RFP0388

Statewide Financial System Event ID # CACF8

REQUEST FOR PROPOSALS

for the

**2025-2026 NEW YORK STATE
COMPANION ANIMAL CAPITAL PROJECTS FUND**

***Competitive Grants to Municipal and Incorporated Not-for-Profit
Pounds, Shelters Humane Societies, and Rescue Facilities***

RFP Posted	November 3, 2025
Questions Due	December 1, 2025
Final Answers Posted	December 5, 2025
Proposals Due	January 30, 2026, 4:00 p.m.
Tentative Award Date	March 3, 2026
Tentative Contract Start Date	July 1, 2026

REQUEST FOR PROPOSALS OVERVIEW

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ARTICLE 26-C OF THE AGRICULTURE & MARKETS LAW BASIC ANIMAL STATS MATRIX

1. INTRODUCTION

1.1 Overview

The New York State Department of Agriculture and Markets (Department) invites eligible municipal and incorporated not-for-profit pounds, shelters, humane societies, and rescue facilities, excluding rescues operating from a residence, to submit proposals for funding consideration from the Companion Animal Capital Projects Fund (Program). Grant funds are available for the costs of capital projects including, but not limited to, construction, renovation, rehabilitation, installation, acquisition or expansion of buildings, equipment or facilities necessary for the secure containment, health, and adequate care of sheltered dogs and cats.

Funding for this RFP is available pursuant to an appropriation in the 2025-2026 state fiscal year Capital Projects budget.

1.2 Questions and Answers

All questions must be submitted in writing and must be received by 4:00 p.m., December 1, 2025. Please submit all written questions to:

Name: Ana Colon, LVT
Address: 10B Airline Drive, Albany, NY 12235
Email: Ana.Colon@agriculture.ny.gov

A list of questions, answers to those questions, as well as any changes, additions, or deletions to the RFP will be posted in the Funding Opportunities section of the Department's website at <https://agriculture.ny.gov/funding-opportunities>. The Department will post Questions and Answers as soon as possible, but in no event later than December 5, 2025. All questions and answers shall be incorporated in the RFP as a formal addendum.

1.3 Eligible Applicants

Municipal and incorporated not-for-profit pounds, shelters, humane societies, and rescue facilities, excluding rescues operating from a residence, are eligible applicants. Such entities must be a pound or shelter for dogs established and maintained pursuant to Section 114 of the New York Agriculture and Markets Law or registered with the Department pursuant to Section 408 of the Agriculture and Markets Law. *Please note, entities that have been awarded funds during previous Companion Animal Capital Projects funding opportunities are eligible to apply for an award under this RFP only if the previously funded projects are complete at the time of application.*

All not-for-profit applicants must be pre-qualified in the Statewide Financial System (SFS) at the time the application is submitted for their application to be eligible for review. See **Section 3** of this RFP for information on how to register and prequalify in SFS.

1.4 Available Funding

Funding in the amount of \$10,000,000 will be available under this RFP. \$1,000,000 will be reserved for projects in underserved municipalities or regions, for such pounds, shelters, humane societies, or rescue facilities excluding rescues operating from a residence, that are not operated by or under contract with one or more municipalities for

the provision of pound or shelter services but that are registered with the Department and can demonstrate providing similar pound or shelter services.

Grants will be awarded in an amount not less than \$20,000 and not more than \$500,000. The amounts awarded shall not exceed 90% of the total project cost.

1.5 Proposal Submission Requirements

Proposals for funding under the this RFP must be submitted online through the [Statewide Financial System \(SFS\) Vendor Portal](#). **PROPOSALS MUST BE SUBMITTED through the SFS Vendor Portal by 4:00 p.m. local time on January 30, 2026**, to be considered for funding. Applicants, and not computers or servers, are responsible for the timely submission of proposals. *Proposals received after the scheduled date and time will not be accepted.* Faxed, mailed or emailed proposals will not be accepted.

2. PROJECT REQUIREMENTS

2.1 Eligible Projects

Only capital projects necessary for the secure containment, health and adequate care of sheltered dogs and cats are eligible for funding. For purposes of this Program, a *project* may be a distinct portion of a larger overall capital project. For example, if your organization is building a new shelter, you may request funding for only a heating and ventilation system, with the understanding that this is a portion of a larger capital project that you are funding with other resources. In this instance, the *total project cost* for the Program would be the cost of the heating and ventilation system.

2.2 Eligible Costs

Eligible expenses include direct costs related to the:

- construction,
- renovation,
- rehabilitation,
- installation,
- acquisition, or
- expansion of buildings, equipment or facilities.

See [Appendix 1](#) of this RFP for further guidance on eligible costs.

2.3 Match Requirements

Applicants will need to provide a minimum of 10% of the *total project costs*. Matching funds must be in the form of cash and applied to cost categories listed in Section 2.2. Applicants must provide proof of matching funds at the time of application submission.

See [Appendix 2](#) of this RFP for further guidance on the proper calculation of matching funds.

2.4 Project Duration

The project must have the capability of being completed and invoiced within three years of the contract start date.

3. PROPOSAL SUBMISSION - SFS

3.1 Accessing the SFS Vendor Portal

Interested applicants must be registered in SFS and have access to the [Grants Management System](#) to apply for this grant. If you have access to login to the [SFS Vendor Portal](#) and are interested in applying for this Grant Opportunity you can [search for this Grant Opportunity in SFS](#) using the Event ID: **CACF8** click the *Log into SFS and Apply for Grant* button to access the SFS Vendor portal. If you do not have access to the SFS Vendor Portal, but your organization is already established within the SFS Vendor portal, an SFS Delegated Administrator has been authorized within your organization to provide user login credentials, unlock accounts, or reset passwords. Please reach out to your SFS Delegated Administrator directly.

3.2 SFS Registration

If your organization is new to the SFS Vendor portal, does not have a login, and would like to establish an account for the purposes of applying for this Grant Opportunity and doing business with the State of New York please read the instructions found here: <https://grantsmanagement.ny.gov/register-your-organization-sfs>.

NOTE: New York State Grants Management reserves 5-10 business days from the receipt of complete materials to process a registration request. Due to the length of time this process could take to complete, it is advised that new registrants send in their registration form as soon as possible. Failure to register early enough may prevent potential applicants from being able to complete a grant application on time.

Organizations are notified by email once registration is complete.

3.3 Pre-Qualification in SFS

All not-for-profit organizations that intend to submit a proposal in response to this RFP must be prequalified by the date and time applications are due. **Your proposal will be rejected and not considered for funding under this RFP if your organization is not prequalified in SFS by the date and time applications are due.**

To prequalify, a not-for-profit organization must first register with SFS and complete an online Prequalification Application. This includes answering basic questions regarding the organization and uploading key organizational documents.

Note: Once prequalified, it is the responsibility of the organization to maintain its prequalification. Three essential financial documents of a not-for-profit organization – the IRS990, Financial Statement, and Charities Bureau filing – expire on an annual basis. A not-for-profit organization must upload current versions of these documents and submit an updated prequalification application for review and approval each year to maintain its prequalification status. Not-for-profit organizations are provided a full 10.5 months from the end of their fiscal year to provide a current IRS990 or Financial Statement without the interim requirement of uploading extension requests. For more information regarding the prequalification process, please view the [Prequalification Manual for Grantees](#).

Note: New York State reserves 5-10 business days from the receipt of complete Prequalification Applications to conduct its review. If supplementary information or

updates are required, review times will be longer. Due to the length of time this process could take to complete, it is advised that not-for-profit organizations prequalify as soon as possible. Failure to successfully complete the prequalification process early enough may result in a grant application being disqualified.

3.4 Completing an Application in SFS

Applicants must respond to each of the sections and upload all requested attachments as directed in the Grant Opportunity posted in SFS to create a proposal to be submitted to the Department. A complete proposal will be comprised of the applicant's responses to the "Applicant Questions" (see [Appendix 3](#)), a completed Work Plan, and a Budget for the proposed project. Applicant text responses are limited to 2,000 characters. Applicant responses requiring an attachment are limited to PDF attachments with a maximum size of 20 MB.

Please Note: Waiting until the last several days to complete your application online is not recommended, as you may have technical questions. Beginning the process of applying as soon as possible will produce the best results. Late applications will not be accepted.

3.5 Technical Assistance with SFS

Resources are available on the Grants Management website for Grantees applying to funding opportunities on the New York SFS Vendor Portal. Please visit <https://grantsmanagement.ny.gov/resources-grant-applicants>.

To reach the technical assistance team, regarding user roles, prequalification and registration questions, contact:

SFS Help Desk:

Email: sfs@its.ny.gov (fastest method of contact)

Phone: 518-474-5595

Hours: Monday thru Friday 8am to 4pm

4. EVALUATION CRITERIA & METHOD OF AWARD

4.1 Receipt of Proposals

The Department will screen applications to ensure that they are complete and meet all eligibility requirements. All proposals deemed eligible by the Department will be evaluated and scored by a team of evaluators designated by the Department.

4.2 Evaluation Criteria

Proposals will be evaluated based on the applicant's responses to the Applicant Questions as directed in the Grant Opportunity posted in SFS. Consideration will be given to the following factors in rating proposals:

- Need Assessment (48 points)
- Project Description/Work Plan (27 points)
- Reasonableness of Cost (20 points)

Detailed scoring criteria for each of the above categories is included in Appendix 4 of this RFP. All proposals must include sufficient information to allow the above factors to be evaluated.

Preference Points

One-time preference points will be awarded to projects that include matching funds that are greater than 10% of the total project cost. Points for matching funds will be awarded as follows:

- Greater than 50% of the total project cost = 5 points
- Between 41% - 50% of the total project cost = 4 points
- Between 31% - 40% of the total project cost = 3 points
- Between 21% - 30% of the total project cost = 2 points
- Between 11% - 20% of the total project cost = 1 point

4.3 Method of Award

Evaluation Process

Each evaluator will record proposal scores in each of the three scoring categories outlined in **Section 4.2**. Evaluators' final scores will be averaged, and preference points (up to 5 points) based on the level of matching funds included in the project budget will be added to the average score to make up the proposal's grand total score.

Proposals will be divided into two categories:

1. Pounds or shelters for dogs established and maintained pursuant to Section 114 of the New York Agriculture and Markets Law (i.e. municipal shelters); and
2. Pounds or shelters that are not operated by or under contract with one or more municipalities for the provision of pound or shelter services but that are registered with the Department and can demonstrate providing similar pound or shelter services to underserved municipalities or regions (i.e. non-municipal shelters).

Proposals will be ranked by their grand total score from highest to lowest within each of the two categories of projects to form two ranked lists.

The maximum available average score is 95 points. All scores will be recorded using whole numbers (no decimals). Proposals that receive an average score of less than 62 will not be considered for funding regardless of funding availability. With all preference points earned the maximum grand total score is 100.

Funding of Ranked Projects

Funds will be allotted separately to each project category as follows:

1. Municipal shelters - \$9,000,000.
2. Non-municipal shelters - \$1,000,000.

Awards will be made in each project category in order of rank, from the highest grand total score to the lowest grand total score, until the scoring threshold has been reached

or available funds for the category are exhausted. In the event there are remaining funds within a category after all eligible projects have been funded or in the event remaining funds are not sufficient to completely fund the project ranked next on the list, any remaining funds will be pooled and the remaining eligible unfunded projects from each list will be combined into a single list in order of rank. Funds will then be awarded to the next eligible projects in ranked order that can be fully funded, until the total funds available for the Program are exhausted, or the scoring threshold is reached.

Tie Breaker

If two or more proposals have the same final score and there are not enough available funds remaining to fully fund each of the proposals, then the projects to be awarded shall be determined by the following tie-breaking procedure (in order of priority sequence).

First Category – If only one of the tied proposals is requesting funds that are less than or equal to the remaining funds then that proposal shall receive the award. (For example: remaining funds = \$250,000, proposal #1 requests \$200,000, proposal #2 requests \$500,000. Proposal #1 would get funded.)

Second Category – If more than one of the tied proposals is requesting funds that are less than or equal to the remaining funds the proposal with the greatest percentage of leveraged overall grant funds will receive the award. For example, if two proposals score 75 points, and one leverages a match of 15% of total project costs, the other 10%, the one with greater (15%) match contribution will be funded.

4.4 Debriefing

Upon request, the Department will provide a debriefing to any unsuccessful applicant as to the reasons the proposal submitted was not selected for an award. To request a review of an unsuccessful application, contact the Division of Fiscal Management via e-mail at procurement.info@agriculture.ny.gov. A debriefing must be requested within 15 calendar days of the date of the notice of non-award.

Following a debriefing, any unsuccessful applicant will have 10 calendar days to protest the non-award decision. Protests must be submitted in writing and must contain specific factual and/or legal allegations setting forth the basis on which the protesting party challenges the non-award decision by Department.

5. PROJECT REPORTING REQUIREMENTS

5.1 Quarterly Reports

Awardees will be required to submit brief quarterly reports to the Department to provide timely information on the success of the project. Claim for Payment Forms submitted will not be processed for projects that are not up to date with the filing of their quarterly reports.

5.2 Reimbursement Request Reports

An interim progress report and an updated revised budget that summarizes work completed on the project shall accompany each request for reimbursement of project expenses (Claim for Payment Form). The Department will monitor contract performance and reserves the right to modify reporting requirements during the project term.

5.3 Final Report

A final report will be required within 30 days following completion of the project. The final report shall include a detailed description of the work completed; an assessment of the potential for future viability of the project; and a description of problems encountered, if any, which affected completion of the project. In addition to the final report, the Department reserves the right to conduct a follow-up survey of funded projects in order to determine long-term impacts.

The Department and the OSC reserve the right to audit the applicant's books and records relating to the performance of the project during and up to six years after the completion of the project.

6. CONTRACTS & PAYMENT TERMS

6.1 Contracts

A contract defining all terms and conditions and responsibilities of the awardee will be developed by the Department after funds have been awarded. The contract will incorporate the work plan and budget included in the awardee's project proposal among its provisions. Upon execution of the contract by the awardee and the Department, it will be submitted for approval to the Office of the New York State Attorney General (OAG) and the OSC.

If the Department is unsuccessful in negotiating a contract which will achieve the deliverables in a manner consistent with the proposal as approved, the RFP, and any applicable laws or regulations, the Department reserves the right to rescind its approval of the proposal for funding and instead award the funding to other eligible unfunded project proposals.

The standard term for all contracts will be three years plus two months for project administration and completion of the final report. Funding of proposals that extend over more than one State fiscal year will be subject to the reappropriation of funds.

6.2 State of New York Contract for Grants

New York State has developed a standard contract for grants that is required for all state grant contracts. The State of New York Contract for Grants will be executed for all projects awarded under the Companion Animal Capital Projects Program, and awardees are responsible for complying with the terms and conditions contained therein.

In addition to the State of New York Contract for Grants standard terms and conditions the Contract will include the following attachments: (Appendix A) "Standard Clauses for All New York State Contracts"; (A-1) "Agency Specific Terms and Conditions"; (A-2) "Program Specific Terms and Conditions"; (B-3) "Capital Based Budget"; (C) "Work Plan"; (D) "Payment and Reporting Schedule"; and (E) "Insurance Requirements". A sample contract will be posted with this RFP on the Department's website.

6.3 Payment

Payments cannot be made until the contract is approved by the OSC. Upon approval of the contract by the OSC the Contractor may request, at the discretion of the Department, an initial payment of up to 25% of the total grant award. The remaining funds will be

disbursed on a reimbursement basis. The Department shall retain 10% of the award amount to be disbursed to the Contractor upon acceptance of the Final Report. A signed New York State Claim for Payment Form must be submitted to the Department for the Contractor to be reimbursed for funds expended.

Payment to the Contractor shall only be rendered electronically unless payment by paper check is expressly authorized by the Commissioner, at the Commissioner's sole discretion, due to extenuating circumstances. Such electronic payment shall be made in accordance with ordinary state procedures and practices. The Contractor shall comply with the OSC's procedures for authorizing electronic payments. The Contractor acknowledges that it will not receive payment on any Claim for Payment Form submitted under this agreement if it does not comply with the OSC's electronic payment procedures, except where the Commissioner has expressly authorized payment by paper check as set forth above.

6.4 Workers' Compensation & Disability Insurance

New York State Workers' Compensation Law sections 57 and 220 prohibit the Department from entering into a contract unless proof of Workers' Compensation and Disability Insurance in a form satisfactory to the New York State Workers' Compensation Board has been secured.

Please visit the New York State Workers' Compensation Board website, www.wcb.ny.gov, for more information. You may contact the Board's Bureau of Compliance with any questions related to workers' compensation or disability insurance at (866) 298-7830.

6.5 Liability

The Department shall not be held liable for any costs incurred by any party for work performed in the preparation of and production of a proposal or for any work performed prior to the formal execution of a contract. Any contract resulting from this RFP will not be valid, effective, or binding upon the Department, or the state until it is signed by the awardee and the Department and approved by the Attorney General and the State Comptroller.

7. CONSIDERATIONS

7.1 Reserved Rights

The Department reserves the right to:

- Modify proposal submission requirements as deemed necessary with appropriate written notice to all potential applicants.
- Reject any or all proposals received with respect to this RFP.
- Withdraw the RFP at any time.
- Make an award under the RFP in whole or in part.
- Disqualify any applicant whose conduct and/or proposal fails to conform to the requirements of the RFP.
- Seek clarifications and revisions of proposals.

- Prior to the deadline for proposals, amend the RFP specifications to correct errors or oversights, or to supply additional information, as it becomes available and with appropriate written notice to all potential applicants by posting amendments on the Department's website.
- Prior to the deadline for proposals, direct applicants to submit proposal modifications addressing subsequent RFP amendments.
- Change any of the scheduled dates.
- Eliminate any mandatory, non-material specifications with which all applicants cannot comply.
- Waive or modify minor irregularities in proposals received after prior notification and concurrence of the applicant.
- Waive any requirements that are not material.
- Utilize any or all ideas submitted in the proposals received unless those ideas are covered by legal patent or proprietary rights.
- Request from an applicant additional information as deemed necessary to more fully evaluate its proposal.
- Negotiate with successful applicants any matter within the scope of the RFP in the best interest of the State, including but not limited to the terms of the budget.
- Require clarification at any time during the grant process and/or require correction of arithmetic or other apparent errors for the purpose of assuring a full and complete understanding of an applicant's proposal and/or to determine an applicant's compliance with the requirements of the RFP.
- Conduct a follow-up survey of funded projects to determine long-term impacts.
- Make all final decisions with respect to the amount of State funding and the timing of payments to be provided to an applicant.

All proposals submitted in response to this RFP become the property of the Department upon receipt.

7.2 Freedom of Information

All proposals submitted and all related contracts and reports may be subject to disclosure under the Freedom of Information Law.

7.3 State Historic Preservation Requirements

Pursuant to Section 14.09 of the Parks, Recreation and Historic Preservation Law, the Department is required to consult with the State Historic Preservation Office (SHPO) concerning the impact of any projects funded by the Department on any property listed on the national register of historic places or on the state register or that is determined to be eligible for the state register. The Department reserves the right to request such additional information as is necessary to allow the SHPO to make a determination regarding the potential impacts of any state funded project on historical sites or artifacts and possible alternatives which avoid or mitigate adverse impacts.

7.4 NYS Environmental Quality Review Act Requirements

Some projects selected for funding may be subject to review under the State Environmental Quality Review Act (SEQRA). The Department reserves the right to request additional information as needed to comply with SEQRA requirements.

7.5 Contractor Requirements and Procedures for Participation by New York State-Certified Minority and Women-Owned Business Enterprises and Equal Employment Opportunities for Minority Group Members and Women

Note: MWBE requirements are not expected to be fulfilled until after a grant has been awarded and a contract has been executed.

New York State Law

Pursuant to New York State Executive Law Article 15-A and Parts 140-145 of Title 5 of the New York Codes, Rules and Regulations, the Department is required to promote opportunities for the maximum feasible participation of New York State-certified Minority and Women-owned Business Enterprises (MWBEs) and the employment of minority group members and women in the performance of Department contracts.

Business Participation Opportunities for MWBEs

For purposes of this solicitation, the Department hereby establishes an overall goal of 30% for MWBE participation, 15% for New York State-certified Minority-owned Business Enterprise (“MBE”) participation and 15% for New York State-certified Women-owned Business Enterprise (“WBE”) participation (based on the current availability of MBEs and WBEs). A contractor (“Contractor”) on any contract resulting from this procurement (“Contract”) must document its good faith efforts to provide meaningful participation by MWBEs as subcontractors and suppliers in the performance of the Contract. To that end, by submitting a response to this RFP, the respondent agrees that the Department may withhold payment pursuant to any Contract awarded as a result of this RFP pending receipt of the required MWBE documentation. The directory of MWBEs can be viewed at: <https://ny.newnycontracts.com>. For guidance on how the Department will evaluate a Contractor’s “good faith efforts,” refer to 5 NYCRR § 142.8.

In accordance with 5 NYCRR § 142.13, the respondent further acknowledges that if it is found to have willfully and intentionally failed to comply with the MWBE participation goals set forth in a Contract resulting from this RFP, such finding constitutes a breach of contract and the Department may withhold payment as liquidated damages.

Such liquidated damages shall be calculated as an amount equaling the difference between: (1) all sums identified for payment to MWBEs had the Contractor achieved the contractual MWBE goals; and (2) all sums actually paid to MWBEs for work performed or materials supplied under the Contract.

By submitting a bid or proposal, a respondent agrees to demonstrate its good faith efforts to achieve the applicable MWBE participation goals by submitting evidence thereof through the New York State Contract System (“NYSCS”), which can be viewed at <https://ny.newnycontracts.com>, provided, however, that a respondent may arrange to provide such evidence via a non-electronic method by contacting the Department’s

MWBE Liaison at 518-485-1325 or supplierdiversity@agriculture.ny.gov. All MWBE Forms and Instructions are included in the Submission Documents.

Additionally, a respondent will be required to submit the following documents and information as evidence of compliance with the foregoing:

- A. An MWBE Utilization Plan with their bid or proposal. Any modifications or changes to an accepted MWBE Utilization Plan after the Contract award and during the term of the Contract must be reported on a revised MWBE Utilization Plan and submitted to the Department for review and approval.

The Department will review the submitted MWBE Utilization Plan and advise the respondent of the Department's acceptance or issue a notice of deficiency within 30 days of receipt.

- B. If a notice of deficiency is issued, the respondent will be required to respond to the notice of deficiency within seven business days of receipt by submitting to the Department, a written remedy in response to the notice of deficiency. If the written remedy that is submitted is not timely or is found by the Department to be inadequate, the Department shall notify the respondent and direct the respondent to submit, within five business days, a request for a partial or total waiver of MWBE participation goals. Failure to file the waiver form in a timely manner may be grounds for disqualification of the bid or proposal.

The Department may disqualify a respondent as being non-responsive under the following circumstances:

- a) If a respondent fails to submit an MWBE Utilization Plan.
- b) If a respondent fails to submit a written remedy to a notice of deficiency.
- c) If a respondent fails to submit a request for waiver.
- d) If the Department determines that the respondent has failed to document good faith efforts.

The successful respondent will be required to attempt to utilize, in good faith, any MBE or WBE identified within its MWBE Utilization Plan, during the performance of the Contract. Requests for a partial or total waiver of established goal requirements made subsequent to Contract Award may be made at any time during the term of the Contract to the Department but must be made no later than prior to the submission of a request for final payment on the Contract.

The successful respondent will be required to submit a quarterly M/WBE Contractor Compliance & Payment Report to the Department, by the tenth day following each end of quarter over the term of the Contract documenting the progress made toward achievement of the MWBE goals of the Contract.

Equal Employment Opportunity Requirements

By submission of a proposal in response to this solicitation, the respondent agrees with all of the terms and conditions of the State of New York Master Contract for Grants including Section (IV)(J) - Equal Opportunities for Minorities and Women; Minority and Women Owned Business Enterprises. The respondent is required to ensure that it and any subcontractors awarded a subcontract for the construction, demolition,

replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work"), except where the Work is for the beneficial use of the respondent, undertake or continue programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status. For these purposes, equal opportunity shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, termination, and rates of pay or other forms of compensation. This requirement does not apply to: (i) work, goods, or services unrelated to the Contract; or (ii) employment outside New York State.

If awarded a contract, the respondent will be required to submit a Minority and Women-owned Business Enterprise and Equal Employment Opportunity Policy Statement (Form MWBE EE01) as requested by the Department.

If awarded a Contract, respondent must submit a Workforce Utilization Report and shall require each of its Subcontractors to submit a Workforce Utilization Report, in such format as shall be required by the Department on a quarterly basis during the term of the Contract.

Further, pursuant to Article 15 of the Executive Law (the "Human Rights Law"), all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor and subcontractors will not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to nondiscrimination on the basis of prior criminal conviction and prior arrest.

Please Note: Failure to comply with the foregoing requirements may result in a finding of non-responsiveness, non-responsibility and/or a breach of the Contract, leading to the withholding of funds, suspension or termination of the Contract or such other actions or enforcement proceedings as allowed by the Contract.

7.6 Participation Opportunities for New York State Certified Service-Disabled Veteran-Owned Businesses

Note: SDVOB requirements are not expected to be fulfilled until after a grant has been awarded and a contract has been executed.

Article 3 of the New York State Veterans' Services Law provides for more meaningful participation in public procurement by certified Service-Disabled Veteran-Owned Businesses (SDVOBs), thereby further integrating such businesses into New York State's economy. The Department recognizes the need to promote the employment of service-disabled veterans and to ensure that certified service-disabled veteran-owned businesses have opportunities for maximum feasible participation in the performance of Department contracts.

In recognition of the service and sacrifices made by service-disabled veterans and in recognition of their economic activity in doing business in New York State, Contractors are expected to consider SDVOBs in the fulfillment of the requirements of the Agreement.

Such participation may be as subcontractors or suppliers, as protégés, or in other partnering or supporting roles.

I. Contract Goals

A. The Department hereby establishes an overall goal of 6% for SDVOB participation, based on the current availability of qualified SDVOBs. For purposes of providing meaningful participation by SDVOBs, Contractor should reference the directory of New York State Certified SDVOBs found at: <https://online.ogs.ny.gov/SDVOB/search>. Questions regarding compliance with SDVOB participation goals should be directed to the Department's Supplier Diversity Liaison at supplierdiversity@agriculture.ny.gov. Additionally, following Contract execution, Contractor is encouraged to contact the Office of General Services' Division of Service-Disabled Veterans' Business Development at 518-474-2015 or VeteransDevelopment@ogs.ny.gov to discuss additional methods of maximizing participation by SDVOBs on the Agreement.

B. Contractor must document "good faith efforts" to provide meaningful participation by SDVOBs as subcontractors or suppliers in the performance of the Agreement (see clause IV below).

II. SDVOB Utilization Plan

A. In accordance with 9 NYCRR § 252.2(i), Contractor agrees to submit a completed SDVOB Utilization Plan on Form SDVOB 100 at such time as shall be required by the Department.

B. The Utilization Plan shall list the SDVOBs that Contractor intends to use to perform the Agreement, a description of the work that Contractor intends the SDVOB to perform to meet the goals on the Agreement, the estimated dollar amounts to be paid to an SDVOB, or, if not known, an estimate of the percentage of Contract work the SDVOB will perform. By signing the Utilization Plan, Contractor acknowledges that making false representations or providing information that shows a lack of good faith as part of, or in conjunction with, the submission of a Utilization Plan is prohibited by law and may result in penalties including, but not limited to, termination of the Agreement for cause, loss of eligibility to submit future bids, and/or withholding of payments. Any modifications or changes to the agreed participation by SDVOBs during the term of the Agreement must be reported on a revised SDVOB Utilization Plan and submitted to the Department.

C. The Department will review the submitted SDVOB Utilization Plan and advise Contractor of the Department's acceptance or issue a notice of deficiency within 20 days of receipt.

D. If a notice of deficiency is issued, Contractor agrees that it shall respond to the notice of deficiency, within seven business days of receipt, by submitting to the Department a written remedy in response to the notice of deficiency. If the written remedy that is submitted is not timely or is found by the Department to be inadequate, the Department shall notify Contractor and direct Contractor to submit, within five business days of notification by the Department, a request for a partial

or total waiver of SDVOB participation goals on SDVOB 200. Failure to file the waiver form in a timely manner may be grounds for a determination of non-responsibility by the Department.

E. The Department may deem Contractor non-responsive under the following circumstances:

1. If Contractor fails to submit an SDVOB Utilization Plan.;
2. If Contractor fails to submit a written remedy to a notice of deficiency;
3. If Contractor fails to submit a request for waiver; or
4. If the Department determines that Contractor has failed to document good faith efforts.

F. Contractor certifies that it will follow the submitted SDVOB Utilization Plan for the performance of SDVOBs on the Agreement pursuant to the prescribed SDVOB contract goals set forth above.

G. Contractor further agrees that a failure to use SDVOBs as agreed in the Utilization Plan shall constitute a material breach of the terms of the Agreement. Upon the occurrence of such a material breach, the Department shall be entitled to any remedy provided herein, including but not limited to, a finding of Contractor non-responsibility.

III. Request for Waiver

A. Prior to submission of a request for a partial or total waiver, Contractor shall speak to the Department's Supplier Diversity Liaison for guidance.

B. In accordance with 9 NYCRR § 252.2(m), a Contractor that is able to document good faith efforts to meet the goal requirements, as set forth in clause IV below, may submit a request for a partial or total waiver on Form SDVOB 200, accompanied by supporting documentation. Contractor may submit the request for waiver at the same time it submits its SDVOB Utilization Plan. If a request for waiver is submitted with the SDVOB Utilization Plan and is not accepted by the Department at that time, the provisions of clauses II (C), (D) & (E) will apply. If the documentation included with Contractor's waiver request is complete, the Department shall evaluate the request and issue a written notice of acceptance or denial within 20 days of receipt.

C. Contractor shall attempt to utilize, in good faith, the SDVOBs identified within its SDVOB Utilization Plan, during the performance of the Agreement. Requests for a partial or total waiver of established goal requirements may be made at any time during the term of the Agreement to the Department but must be made no later than prior to the submission of a request for final payment on the Agreement.

D. If the Department, upon review of the SDVOB Utilization Plan and Monthly SDVOB Compliance Report (SDVOB 101), determines that Contractor is failing or refusing to comply with the contract goals and no waiver has been issued in regards to such non-compliance, the Department may issue a notice of deficiency to Contractor. Contractor must respond to the notice of deficiency within seven

business days of receipt. Such response may include a request for partial or total waiver of SDVOB contract goals.

Waiver requests should be sent to the Department.

IV. Required Good Faith Efforts

In accordance with 9 NYCRR § 252.2(n), Contractors must document their good faith efforts toward utilizing SDVOBs on the Agreement. Evidence of required good faith efforts shall include, but not be limited to, the following:

- (1) Copies of solicitations to SDVOBs and any responses thereto.
- (2) Explanation of the specific reasons each SDVOB that responded to Contractor's solicitation was not selected.
- (3) Dates of any pre-bid, pre-award or other meetings attended by Contractor, if any, scheduled by the Department with certified SDVOBs whom the Department determined were capable of fulfilling the SDVOB goals set in the Agreement.
- (4) Information describing the specific steps undertaken to reasonably structure the Agreement scope of work for the purpose of subcontracting with, or obtaining supplies from, certified SDVOBs.
- (5) Other information deemed relevant to the waiver request.

V. Monthly SDVOB Contractor Compliance Report

In accordance with 9 NYCRR § 252.2(q), Contractor is required to report Monthly SDVOB Contractor Compliance to the Department during the term of the Agreement for the preceding month's activity, documenting progress made towards achieving the Contract SDVOB goals. This information must be submitted using form SDVOB 101 and should be completed by Contractor and submitted to the Department Supplier Diversity Liaison, by the tenth day of each month during the term of the Agreement, for the preceding month's activity to: supplierdiversity@agriculture.ny.gov.

VI. Breach of Contract and Damages

In accordance with 9 NYCRR § 252.2(s), any Contractor found to have willfully and intentionally failed to comply with the SDVOB participation goals set forth in the Agreement, shall be found to have breached the contract and Contractor shall pay damages as set forth therein.

ALL FORMS ARE AVAILABLE AT: <https://ogs.ny.gov/veterans/>

**2025-2026 NEW YORK STATE
COMPANION ANIMAL CAPITAL PROJECTS FUND**

APPENDIX 1

Eligible Expenses

Pursuant to the RFP, only capital projects necessary for the secure containment, health, and adequate care of sheltered dogs and cats are eligible for funding. Eligible expenses include direct costs related to the construction, renovation, rehabilitation, installation, acquisition, or expansion of buildings, equipment, or facilities.

Ineligible expenses shall not be included in your SFS budget, **neither** as grant funding **nor** match funding. *Applicants should request clarification on the eligibility of specific expenses during the open questions and answers period (see [Section 1.2](#) of the RFP).*

Examples of ineligible expenses include, but are not limited to:

- medical equipment or facilities used for community or outpatient services;
- labor performed by shelter employees, volunteers, or management – unless performed by municipal employees;
- the purchase of land;
- architect and/or design fees;
- archeological study on land to be used for a facility;
- blacktopping a driveway; and
- purchase, lease and/or maintenance of vehicles.

Examples of eligible expenses include, but are not limited to:

- direct costs related to the construction, renovation, rehabilitation, installation, acquisition, or expansion of buildings, equipment, or facilities necessary for the secure containment, health, and adequate care of sheltered dogs and cats;
- labor performed by contractors;
- labor performed by municipal employees;
- project oversight by shelter management;
- HVAC (heating, ventilation, and air conditioning) system; and
- medical equipment or facilities used exclusively for sheltered dogs and cats.

**2025-2026 NEW YORK STATE
COMPANION ANIMAL CAPITAL PROJECTS FUND**

APPENDIX 2

Match Calculation and Budget Formulation

For purposes of this Program, a *project* may be a portion of a larger overall capital project. For example, if your organization is building a new shelter, you may request funding for only a heating and ventilation system, with the understanding that this is a portion of a larger capital project that you are funding with other resources. The *total project cost* for this program would be the cost of the heating and ventilation system.

Match Calculation

The following match calculation examples are intended to assist you in formulating a proper budget within SFS.

Example 1

A large capacity, metropolitan animal shelter has been using the same facility for 50 years. The shelter has \$5,000,000 to build a new facility and will be applying for a grant to subsidize the installation of an HVAC (heating, ventilation, and air conditioning) system within the new facility. For the purposes of this Program, building a new facility is considered the **Overall Capital Project**, and the HVAC system is considered the **Project**. The shelter must provide matching funds equal to at least 10% of the **total project cost**.

Overall Capital Project: Build a new shelter facility.

Overall Capital Project Cost: Approximately \$5,000,000.

Project: Install an HVAC system in the new facility.

Total Project Cost: \$600,000.

Minimum Match Required: 10% of \$600,000 = \$60,000.

Amount of Grant Funding Requested: \$500,000 (maximum award amount).

In the budget section of SFS, this shelter will formulate a budget around \$600,000, the **total project cost**, \$500,000 of which will be accounted for by grant funding, \$100,000 of which will be accounted for by match funding since the maximum award amount is \$500,000.

Throughout the Applicant Questions in the SFS application, as well as in the Work Plan, the shelter will discuss the **Project**. However, in Applicant Question 3B (Provide a financial overview of your project), the shelter will provide documentation that supports the funding of the **Overall Capital Project**.

Example 2

A shelter hopes to install a new drainage system within their animal housing areas. After receiving an estimate from a contractor, they expect the total project to cost \$225,000. In this case, since there is no overarching larger project, the drainage system is both the **Overall Capital Project** and the **Project**. The shelter must provide matching funds equal to at least 10% of the **total project cost**.

Overall Capital Project: Install a new drainage system.

Overall Capital Project Cost: \$225,000.

Project: Install a new drainage system.

Total Project Cost: \$225,000.

Minimum Match Required: 10% of \$225,000 = \$22,500

Amount of Grant Funding Requested: \$202,500.

In the budget section of SFS, this shelter will formulate a budget around \$225,000, the **total project cost**. \$202,500 of which will be accounted for by grant funding, \$22,500 of which will be accounted for by match funding.

Throughout the Applicant Questions in the SFS application, as well as in the Work Plan, the shelter will discuss the **Project**. In Applicant Question 3B (Provide a financial overview of your project), the shelter will provide documentation that supports the funding of the **Project**, since in this case their Project and Overall Capital Project are the same.

Budget Formulation

Both grant and match funding must be eligible costs, which are *direct expenses related to the construction, renovation, rehabilitation, installation, acquisition, or expansion of buildings, equipment, or facilities*. The only eligible cost categories under the Capital Budget section are “Acquisition,” “Construction,” and “Administration.” Please include detailed, itemized (where applicable) lists in the Budget Category Details section of the application. Additional detail supporting each expenditure should be provided in the Narrative section for each budget category. The budget details must be consistent with the proposed Work Plan.

Labor or installation costs should be included in “Construction” category of the Capital Budget. Please note that costs associated with labor or installation completed by shelter management, employees, or volunteers are not eligible expenses. Costs associated with Project oversight by shelter management should be listed in the “Administration” section of the Capital Budget.

Please see **Appendix 1** for examples of eligible and ineligible costs. *Applicants with questions regarding budget formulation must submit those questions during the open questions and answers period (see [Section 1.2](#) of the RFP).*

**2025-2026 NEW YORK STATE
COMPANION ANIMAL CAPITAL PROJECTS FUND**

APPENDIX 3

Applicant Questions

Applications must be submitted using the State Financial System (SFS) Grants Management program. Applicants must follow the submittal instructions provided in the Grant Opportunity posted in SFS. *Applicants with questions regarding the Grant Opportunity in SFS must submit those questions during the open questions and answers period (see [Section 1.2](#) of the RFP).*

Applicants should reference the relevant provisions of Article 26-C of the New York State Agriculture and Markets Law (Article 26-C) in their response to each question. Each response should explain how the project helps the applicant organization achieve compliance with, or more efficiently comply with the requirements of Article 26-C, citing the specific section(s) of the statute being referenced.

1. Need Assessment (48 points)

- A. Provide an overview of the applicant's governance and organizational structure.
- B. Provide a summary of the proposed project. What are the main objectives of the project as they relate to the secure containment, health, and adequate care of sheltered dogs and cats?
- C. Why is the project urgent, important and/or needed in the target municipality(ies) or region? Provide statistics regarding the population served by your shelter such as median household income, education levels and current available sheltering.
- D. How will the project positively impact animals in your organization's care?
- E. Complete the Basic Animal Stats Matrix attached to this RFP and provided in the Event Comments and Attachments Section of this Bid Event in SFS and attach it to your application. If statistics are missing or incomplete, provide an explanation for why they are missing or incomplete. Indicate the percentage of shelter animals obtained from outside New York State within the reporting period.

2. Project Description/Work Plan (27 points)

- A. Provide detailed project cost estimate(s) from vendors/contractors.
- B. Provide a list of construction materials and/or equipment that comply with the requirements of Article 26-C.
- C. Provide detailed floor plans of intended construction where applicable, using an architect's drawing or a drawing created using appropriate software. Hand drawn plans will result in decreased scores. If your project involves the addition of cages/runs/condos, provide a floor plan of the layout, including the dimensions of the cages/runs/condos. Quotes from contractors and equipment vendors should include any relevant measurements/dimensions, drawings and/or images/photos.

- D. Does your organization have local support? To achieve maximum points, proposals should include letters in support of the project proposal from your veterinarian(s), elected officials, and any not-for-profit organizations that you partner or collaborate with on an ongoing basis. The content of the letters should adequately describe the writer's knowledge of your organization and the intended project. Multiple letters are encouraged. **Letters from corporate sponsors, volunteers, or adopters will not be considered. Letters must be uploaded into SFS to be considered. Letters that are mailed or emailed will not be considered.**
- E. List all permits, permissions and/or approvals received to date for the project OR clearly identify a timeline for acquiring all permits, permissions and/or approvals needed to move forward on the project if funds are awarded.
- F. Complete a Work Plan that includes objectives, tasks and performance measures that clearly define what is to be done, how it will be done, who will do it and when it will be completed.

3 Reasonableness of Cost (20 points)

- A. Provide evidence that equipment purchases and infrastructure costs align with the requirements of Article 26-C.
- B. Provide a financial overview for your project. Identify the primary sources of funding for the project. If you are only applying for funds to cover the cost of a portion of an overall larger capital project, please explain how the remaining portions of the project will be funded. The information you provide in this section should identify all sources of funding for the overall capital project, and the budget section of your SFS application should reflect the discrete portion of the project for which you are applying for funding. Please see [Appendix 2](#) of this RFP for further guidance on answering this question. Provide proof of availability of matching funds (e.g., resolution, bank statement, and/or letters of commitment).

**2025-2026 NEW YORK STATE
COMPANION ANIMAL CAPITAL PROJECTS FUND**

APPENDIX 4

Project Scoring Criteria

Project Review Criteria	Max Points
<u>1. Need Assessment</u>	
A. Is there an appropriate governance system and organizational structure in place for the operation of the shelter and management of the proposed project?	3
B. Are the main objectives of the project as they relate to the secure containment, health, and adequate care of sheltered dogs and cats well-defined? Does the applicant cite relevant sections of Article 26-C?	20
C. How well does the applicant explain why the project is urgent, important and/or needed in the target municipality(ies) or region? Does the applicant cite relevant sections of Article 26-C?	10
D. Will the project positively impact animals in the organization's care? Does the applicant cite relevant sections of Article 26-C?	10
E. Did the applicant fill out the Basic Animal Stats Matrix in its entirety or provide an explanation as to why the statistics were absent? Does the information provided in the Report support the needs defined by the applicant in Question 1C? Consider: population served, median household income, education levels, available sheltering and compliance with mandated inspections.	5
Need Assessment Total	48
<u>2. Project Description/Work Plan</u>	
A. Does the applicant provide detailed cost estimate(s) from applicable vendors/contractors?	5
B. Does the applicant provide a list of construction materials and equipment that comply with Article 26-C?	5
C. Does the applicant provide detailed floor plan(s) of intended construction drawn by an architect? Does the applicant provide contractor and/or vendor specifications, as appropriate, if the project involves the installation or acquisition of equipment or building repairs? If funds are for equipment only, does the applicant provide a floor plan and explain how the equipment will be utilized?	5

<p>D. Does the applicant have local support? Do the contents of the letters adequately reflect the writers' knowledge of the applicant and the intended project?</p> <p>Elected/municipal officials (2 letters max = 1 point each) Partner (NFP) organizations (2 letters max = 1 point each) Veterinarian Recommendation (1 letter max = 1 point) <u>NO</u> corporate sponsors, volunteers, or adopters</p>	5
<p>E. Has the applicant obtained all permits, permissions and/or approvals for the project OR clearly identified a timeline for acquiring all permits, permissions and/or approvals needed to move forward on the project if funds are awarded?</p>	2
<p>F. Does the Work Plan have clearly defined deliverables? Work Plan includes objectives, tasks and performance measures that clearly define what is to be done, how it will be done, who will do it and when it will be completed.</p>	5
Project Description/Work Plan Total	27
<u>3. Reasonableness of Cost</u>	
<p>A. Will expenditures from this grant help the applicant achieve compliance with, or more efficiently meet the minimum requirements of Article 26-C?</p>	10
<p>B. The estimated time to complete the project and project costs are reasonable.</p>	5
<p>C. Does the applicant identify the primary sources of funding for the project? Does it include a confirmation of availability of matching funds?</p>	5
Reasonableness of Cost Total	20
Total Score (maximum 95 points)	95



**Department of
Agriculture and Markets**

* ARTICLE 26-C
REGULATION OF ANIMAL SHELTERS

Section 420. Definitions.

- 421. License required and inspection of facilities.
- 422. Personnel training requirements.
- 423. Recordkeeping and protocols.
- 424. General facility standards.
- 425. Animal housing.
- 426. Sanitation.
- 427. Shelter management protocols.
- 428. Animal husbandry.
- 429. Veterinary care.
- 430. Behavior.
- 431. Transportation.
- 432. Foster care provider requirements.
- 433. Violations.
- 434. Waiving of requirements authorized.

* **§ 420. Definitions.** For purposes of this article, the following terms shall have the following meanings:

1. "Adoption" means the transfer of legal ownership to and possession by any natural person eighteen years of age or older, for the limited purpose of harboring a pet, of any dog or cat, owned by the animal shelter regardless of whether a fee is involved.

2. "Adult" shall mean cats and dogs five months of age and older, for the purposes of determining appropriate housing within an animal shelter.

3. "Animal" shall mean a dog or cat as defined in this section, but shall not be construed to diminish or restrict the mission of any animal shelter defined in this section or other entity duly incorporated pursuant to section fourteen hundred three of the not-for-profit corporation law solely to the care of dogs or cats.

4. "Air handling system" shall mean the device or equipment used to regulate, circulate, exchange, heat, and/or cool the air inside a building.

5. "Ambient temperature" shall mean the temperature of the environment inside a room or building.

6. "Animal shelter" shall mean a public or not-for-profit entity owning, operating, or otherwise maintaining a building, structure, or facility where temporary or permanent housing and care is provided to stray, abandoned, abused, seized, impounded, owner-surrendered or otherwise unwanted animals regardless of whether or not such facility also serves as a personal residence. This includes but is not limited to: facilities owned, operated, or maintained by a duly incorporated society for the prevention of cruelty to animals, duly incorporated humane society dog or cat protective association, or pound; any person in the employ of, or organization operated by or under contract to a municipality to provide care for seized or impounded animals; or any other not-for-profit organization involved in the protection, care, or rehoming of animals. Unless otherwise provided in this article, the term "animal shelter" shall not include the personal residence of any foster care provider as defined in this section; a facility commonly known as a boarding kennel, where the ownership of the animal is not transferred; any entity licensed as a pet dealer pursuant to article twenty-six-A of this chapter; any duly incorporated animal hospital owned, operated or supervised by a duly licensed veterinarian; or any facility where the owner or operator is licensed by the New York state department of environmental conservation as a nuisance wildlife control agent or wildlife rehabilitator.

7. "Aseptic" shall mean procedures or techniques performed in a manner sufficient to exclude harmful bacteria, viruses, or other microorganisms.

8. "Behavioral evaluation" shall mean an ordered series of interactions with an animal to determine their behavioral response to various stimuli likely to be encountered in a typical home environment.

9. "Cat" shall mean any member of the species *Felis catus*, regardless of age, sex, breed, ownership status or behavior around humans.

10. "Chemical capture" shall mean the use of drugs administered to an animal by a remote delivery system in order to immobilize it for the purposes of capture.

11. "Cleaning" shall mean the physical removal of debris and organic material from an environment.

12. "Conspecific" shall mean another member of the same species.

13. "Control pole" shall mean a restraint device consisting of a rigid metal pole with an adjustable wire noose used for handling and restraint of dogs, also commonly referred to as a catch pole or rabies pole.

14. "Death", for the purposes of describing the disposition of an animal, shall mean those animals who die but are not euthanized, regardless of cause.

15. "Disinfection" shall mean the process where microorganisms are killed or inactivated, typically through the application of a chemical or by some physical process (e.g. steam, heat, etc).

16. "Dog" shall mean any member of the species *Canis lupis familiaris*, regardless of age, sex, breed, ownership status, or behavior around humans.

17. "Drop boxes" shall mean unattended enclosures at an animal shelter that are accessible to the public and used to contain animals brought to the animal shelter outside of regular business hours.

18. "Enclosure" shall be defined as an area of confinement used for housing a single animal or group of animals housed together. An enclosure may be a cage, run, kennel, room, or other such confining area.

19. "Enriched" shall mean environment that reduces stress and promotes the physical health and behavioral well-being of an animal.

20. "Enrichment" shall mean a process for improving the environment and behavioral care of confined animals in order to reduce stress and improve well-being. Enrichment shall include, but not be limited to, providing physical and mental stimulation, encouraging species-typical behaviors, and modifying the animal's housing environment.

21. "Foster care provider" shall mean any individual voluntarily providing temporary care for one or more animals in their home that remain in the custody and under the responsibility of an animal shelter.

22. "Infectious disease" shall mean a disease or condition caused by bacteria, viruses, fungi or parasites that can be transmitted, directly or indirectly, from one animal or individual to another.

23. "Intracardiac" shall mean an injection made directly into one of the chambers of the heart.

24. "Intrahepatic" shall mean an injection made into the liver.

25. "Intrarenal" shall mean an injection made into the kidney.

26. "Intrasplenic" shall mean an injection made into the spleen.

27. "Juvenile" shall mean any cat or dog between two and five months of age for the purposes of determining appropriate housing within an animal shelter.

28. "Loss" for the purposes of describing the disposition of an animal, shall mean those animals who escape or go missing while in the care of an animal shelter.

29. "Long-term stay" shall mean any duration of care in an animal shelter of fourteen days or longer.

30. "Neonate" shall mean any cat or dog less than two months of age, for the purposes of determining appropriate housing within an animal shelter.

31. "Pathogen" shall mean a biologic organism capable of causing disease in an animal, such as a bacteria, virus, or fungus.

32. "Primary enclosure" shall mean the area of confinement used for housing an animal and where the animal spends the majority of its time in an animal shelter.

33. "Thermoregulation" shall mean the ability of an animal to maintain its internal body temperature within a normal physiologic range.

34. "Transport" shall mean the physical movement of an animal from one location to another, regardless of purpose and whether or not custody or responsibility for such animal changes as a result, when carried out by the shelter or an agent thereof.

35. "Transfer" shall mean the transfer of ownership and physical custody of an animal for an animal's care and well-being from an animal shelter to another organization as authorized pursuant to subdivision five of section three hundred seventy-four of this chapter.

36. "Unenveloped virus" shall mean those viruses without an outer lipid layer that are more difficult to inactivate through sanitation procedures. Unenveloped viruses of concern in an animal shelter environment include canine and feline parvoviruses, feline calicivirus, and canine adenovirus-2.

37. "Zoonotic" shall mean any disease that may be transmitted between humans and animals.

*** § 421. License required and inspection of facilities.** 1. Any person eligible for exemption from the definition of pet dealer pursuant to paragraphs (b) and (c) of subdivision four of section four hundred of this chapter shall be licensed by the department pursuant to the provisions of this section. Notwithstanding the foregoing, any person, operating an animal shelter on or before the effective date of this section, who has filed an application for an initial license under this article is hereby authorized to operate without such license until the commissioner grants or, after notice of an opportunity to be heard, declines to grant such license. Each application for license shall be made on a form supplied by the department and shall contain such information as required by the commissioner. Renewal applications shall be submitted to the commissioner at least thirty days prior to the commencement of the next license year.

2. Application for licensure as set forth in this section shall be made annually to the commissioner on a form prescribed by the commissioner. Such form shall include but not be limited to the following information, provided however that paragraphs (a), (b) and (c) of this subdivision shall not apply to municipal pounds or shelters as defined in paragraph (b) of subdivision four of section four hundred of this chapter:

(a) Proof of the applicant's tax exempt designation pursuant to paragraph 3 of subsection (c) of section 501 of the federal Internal Revenue Code, 26 U.S.C. 501, or any subsequent corresponding sections of the federal Internal Revenue Code, as from time to time amended;

(b) Proof of the applicant's incorporation as a not-for-profit organization in this state pursuant to the not-for-profit corporation law, provided further that such organization is in good standing with the attorney general and the department of state;

(c) Proof of the applicant's registration with the attorney general pursuant to article seven-A of the executive law;

(d) If the applicant is a municipal pound or shelter as defined in paragraph (b) of subdivision four of section four hundred of this chapter, a copy of the applicant's employer identification number;

(e) The name of the applicant and the name or names under which the applicant offers its services to the public, any name under which the applicant has offered such services to the public during the past five

years, and whether the applicant has ever held a pet dealer license issued pursuant to article twenty-six-A of this chapter;

(f) The address and telephone number of the applicant and for any other premises owned or leased by such applicant's organization to carry out the purposes for which it was incorporated and by which it is eligible for a licensing exemption pursuant to paragraphs (b) and (c) of subdivision four of section four hundred of this chapter;

(g) The website and email address of the applicant;

(h) The number of animals taken in, adopted, placed into permanent or temporary homes, or otherwise transferred into, out of, or within the state by the applicant during the prior calendar year;

(i) The number of animals currently harbored by the applicant;

(j) The species of animal the applicant typically harbors for adoption, placement or transfer;

(k) A description of facilities by which the applicant carries out the purposes for which it was incorporated, including a statement regarding whether the applicant harbors the animals in its care in its own physical animal shelter or utilizes foster care provider homes, commercial boarding kennels or other arrangements;

(l) A sworn statement, signed by the applicant, declaring an exemption from the definition of pet dealer pursuant to section four hundred of this chapter;

(m) Current training protocol and procedural practices as prescribed pursuant to sections four hundred twenty-two and four hundred twenty-three of this article; and

(n) Other information as deemed necessary to satisfy the commissioner of the applicant's character and responsibility.

3. The commissioner shall conduct an inspection of the applicant's facilities prior to the issuance of a license pursuant to this section, and annual inspections of the applicant's facilities licensed pursuant to this section prior to renewal of such license. The commissioner may periodically conduct unannounced inspections of such facilities, and whenever, in the discretion of the commissioner, a complaint warrants such investigation. Animal shelters licensed pursuant to this section shall provide open hours to the commissioner so that inspections can occur in a timely manner. Renewal of an animal shelter license shall not be granted until all outstanding violations issued pursuant to this

article are corrected and any outstanding monetary penalties assessed pursuant to this article are paid in full.

4. Upon validation by the commissioner, the application shall become the license of the animal shelter and an exemption from the definition of pet dealer as defined in section four hundred of this chapter shall be granted. The commissioner shall retain a copy of such license and provide a copy of the license to the animal shelter. Animal shelters licensed pursuant to this section shall conspicuously display their license on the premises where its animals are harbored. The commissioner shall also provide the licensee with a pet dealer exemption identification number. The licensee's pet dealer exemption identification number shall be prominently displayed on the licensee's websites and any publications or advertisements made available to the public.

5. Such license shall be renewable annually, upon the payment of a nonrefundable fee of one hundred fifty dollars.

6. The moneys received by the commissioner pursuant to this section shall be deposited in the "animal shelter regulation fund" established pursuant to section ninety-nine-pp of the state finance law.

7. The commissioner may decline to grant or renew, or may suspend or revoke an animal shelter license, on any one or more of the following grounds, provided that before any of the aforementioned actions are taken pursuant to this section, the commissioner shall hold a hearing, upon due notice to the licensee in accordance with any regulations promulgated by the department and in accordance with articles three and four of the state administrative procedure act, and provided further that any action of the commissioner is subject to judicial review in a proceeding under article seventy-eight of the civil practice law and rules:

(a) material misstatement in the license application;

(b) material misstatement in or falsification of records required to be kept pursuant to this article, or under any regulation promulgated thereunder, or failure to allow the commissioner to inspect records of animal shelter facilities;

(c) violation of any provision of this article or conviction of a violation of any provision of article twenty-six of this chapter or regulations promulgated thereunder pertaining to humane treatment of

animals, cruelty to animals, endangering the life or health of an animal, or violation of any federal, state, or local law pertaining to the care, treatment, sale, possession, or handling of animals or any regulation or rule relating to the endangerment of the life or health of an animal;

(d) failure to comply with any of the provisions of this article or the licensing exemption requirements of section four hundred of this chapter; 1 NYCRR Part 65 regarding the importation of dogs and cats; section twenty-one hundred forty-one of the public health law or any rule or regulation promulgated thereunder; or any rule or regulation promulgated by the commissioner following the effective date of this article to effectuate the purposes of this article;

(e) failure to renew a license within the period prescribed in subdivision one of this section; or

(f) the applicant or registrant was previously licensed as a pet dealer pursuant to article twenty-six-A of this chapter.

*** § 422. Personnel training requirements.** 1. Each animal shelter licensed pursuant to this article shall provide training to all staff members and volunteers having direct animal care responsibilities. Such training shall be provided within the first sixty days of employment and at least annually thereafter and shall be in addition to any and all training otherwise required by federal, state, or local law or regulation.

2. Acceptable training modalities shall include, but not be limited to, online webinars, on-site lectures or seminars, off-site conferences for animal shelter staff, or other formal training modalities as authorized by the commissioner.

3. Training topics shall include, but not be limited to, the following:

(a) humane handling techniques;

(b) infectious diseases commonly found in animal shelters;

(c) zoonotic diseases;

(d) animal cruelty;

(e) sanitation procedures;

(f) body language and normal behaviors for all species regularly handled; and

(g) required documentation and data entry.

4. Complete documentation of training sessions shall be maintained for a period of not less than three years from the date of training completion. Such documentation shall include, but not be limited to, the following:

- (a) the date of training delivery and the date of completion;
- (b) the topic or topics of the training session; and
- (c) the provider of the training and a list of training course attendees.

*** § 423. Recordkeeping and protocols.** 1. Each animal shelter shall examine an animal upon intake for unique identifiers and any other form of identification that may allow for reunification with an owner, as prescribed in sections one hundred seventeen and three hundred eighty-two of this chapter.

2. Each animal shelter shall create and maintain a record for each animal in their custody or possession which shall minimally include:

- (a) Unique identifiers and any other identification associated with the animal upon examination at entry, including but not limited to a tattoo, a permanent official identification number as prescribed in section one hundred twelve of this chapter or other identification tags, rabies tags and numbers, or a microchip number, if present;
- (b) The name, address and telephone number of the person surrendering an animal or from whom an animal is seized, and additional contact information as the commissioner may require, or the address or cross-streets and city, town, or village where the animal was located or found prior to intake, if known;
- (c) The date of intake into and departure from the animal shelter;
- (d) Whether the animal was adopted, transferred, redeemed by its owner, died or was humanely euthanized, and, if applicable, the name, address, and phone number of the receiving individual or agency;
- (e) Basic descriptors including species, age, gender, physical description including color, and the spay or neuter status at entry if determinable with reasonable certainty;
- (f) Any available behavioral or health history or information otherwise obtained at intake, including bite history and rabies vaccination status, when known; and
- (g) All veterinary and behavioral examinations, treatments,

procedures, or medications occurring during the animal's time under the care of the shelter.

3. Notwithstanding any other provision of law or regulation to the contrary, records for each animal shall be maintained for not less than three years from the date of animal departure.

4. Previous bite history shall be fully disclosed in writing to an adopter, transfer partner, or reclaiming owner and provided in any reports regarding the animal, as applicable.

5. Nothing in this section shall preclude or otherwise supersede record disclosure requirements prescribed in section sixty-seven hundred fourteen of the education law, or any requirement regarding the creation, maintenance, or retention of veterinary medical records in state or federal law or veterinary practice guideline.

6. Each animal shelter shall maintain a record of its designated foster care providers that shall include the written agreement established between such animal shelter and such providers pursuant to section four hundred thirty-two of this article, each provider's name, address, telephone number, email address if available, types of animals for which the provider is willing to provide care, inspection reports, and current number of animals in the care of a designated foster care provider. Such records shall be updated immediately in the event any contact information for a given foster care provider changes.

7. Each animal shelter shall maintain summary records of their total annual animal intake and dispositions by species, by source of intake, and by type of disposition. Such records shall be made available to the commissioner upon request. The commissioner shall make such records available to the public upon request pursuant to article six of the public officers law.

8. Each animal shelter shall develop and maintain written protocols sufficiently detailed to achieve and maintain the standards prescribed in this section. These shall include, but not be limited to, the following:

- (a) animal handling;
- (b) behavioral assessment;
- (c) enrichment and stress reduction;
- (d) management of bite/scratch cases; and
- (e) sanitation.

9. Each animal shelter shall also develop and maintain the following written protocols, approved by a duly licensed veterinarian and sufficiently detailed to achieve and maintain the standards prescribed in this article:

- (a) nutrition and feeding;
- (b) physical examination;
- (c) emergency veterinary care;
- (d) pain management;
- (e) vaccinations;
- (f) parasite control;
- (g) anesthesia and surgery, if performed on-site by the organization;
- (h) humane euthanasia; and
- (i) outbreak management/control of infectious diseases.

10. Protocols established by each animal shelter pursuant to this section shall be reviewed annually and updated as necessary by designated administrative and managerial staff. Such protocols shall be made readily accessible to appropriate staff and volunteers.

*** § 424. General facility standards.** 1. All facilities and all interior components of each animal shelter shall be constructed of materials that ensure a sound physical structure, and shall be maintained so as to protect animals from injury, ensure containment of animals within the property, and restrict unauthorized entry of other animals and humans to the building.

2. Indoor building surfaces in direct contact with animals shall be constructed of materials that are non-porous, water resistant, non-toxic and able to withstand regular cleaning and disinfection. Adequate drainage shall prevent the accumulation of water or other liquids on floors.

3. Electrical power and running water shall be maintained to all parts of the facility that house animals, with written emergency plans for back-up sources or relocation of the animals to a safe environment in the event of outages lasting more than four hours.

4. Readily accessible sinks shall be convenient to all animal care areas. Single service soap and towels or electric hand dryers shall be available at all hand-washing locations.

5. Ambient temperatures in all indoor animal housing areas shall be

routinely maintained between sixty and eighty degrees fahrenheit.

6. Each animal shall be monitored and provided with an environment allowing maintenance of normal body temperature based on species, breed, body condition, medical condition, and age.

7. Each animal shelter shall document regular maintenance of air handling systems according to the manufacturer's recommendations.

8. Ammonia levels shall be kept at less than two parts per million.

9. Each animal shelter shall provide separate housing areas, segregated by species and from uninfected, unexposed animals, for the housing of any animal with an infectious disease that may be transmitted within the shelter environment and requiring isolation as determined by a licensed veterinarian. Doors separating such rooms from the remainder of the facility shall be kept closed.

10. Each animal shelter shall minimize continuous exposure of personnel and animals to sound levels exceeding eighty-five decibels. Active measures shall be taken and documented to minimize sound levels in housing areas. Such measures may include modified kennel design, relocation of particularly loud animals, or use of visual barriers, sound baffling, and behavioral enrichment protocols. Each animal shelter shall use a decibel-meter at a minimum of once weekly to measure the level of sound in their kennels during cleaning and resting times. A record of such measurements and the date such measurements were recorded shall be maintained by each animal shelter.

11. Each animal shelter shall provide animal housing areas that provide adequate lighting and a means to maintain diurnal light cycles pursuant to an established schedule. All animals shall have a minimum of eight hours each of light and darkness within a twenty-four-hour cycle.

12. Each animal shelter shall establish and maintain a written plan for pest and vermin control including the following:

(a) Method of controlling rodent infestation that is effective and safe for both humans, and animals housed in the facility;

(b) A record or copies of service reports from outside service providers related to pest and vermin control that documents dates, methods, locations, and outcomes, if applicable; and

(c) Food stored in rodent proof containers to prevent spoilage, contamination, and infestation once opened, if packaging has been damaged, or as otherwise required by such plan.

13. The use of unattended drop boxes for intake of animals is prohibited.

*** § 425. Animal housing.** 1. Each licensed animal shelter shall provide each animal in its custody or possession with a suitable primary enclosure that meets the requirements prescribed in this section.

2. Unsupervised tethering for periods exceeding thirty minutes is prohibited.

3. Animal housing shall meet the following requirements:

(a) materials used in housing construction shall be non-porous, water-resistant, non-toxic, and able to withstand regular cleaning and disinfection;

(b) drainage shall prevent accumulation of water or other liquids on floors; and

(c) housing shall be structurally sound, in good repair and maintained in a safe, working condition to properly confine animals, prevent injury, keep animals safe from predation, keep other animals out, and allow animals to remain dry and clean.

4. Wire or slat-bottom cages are prohibited unless a solid tray is provided for the cage bottom to prevent injury to the animal.

5. Animal populations shall be segregated appropriately, in accordance with the following requirements:

(a) dogs and cats shall be housed in separate rooms with efforts made to minimize the exposure of cats to the barking of dogs to the extent practicable;

(b) animals of the same species shall be separated by age groups (e.g. neonates and juveniles; adults) except that nursing animals may be housed with their offspring;

(c) animals with known or suspected infectious diseases shall be housed in isolation areas as prescribed in subdivision nine of section four hundred twenty-four of this article;

(d) nothing in this subdivision shall be construed to prevent the temporary housing of animals in areas without such segregation for medical care and in pre- and post-operative surgical areas.

6. Well-socialized, healthy animals may be housed with one or more conspecifics. Animals housed together shall be compatible and have similar environmental requirements. Such housing shall not allow

exposure to numerous different animals on a frequently changing basis.

7. Prior to being housed with one or more other animals the following conditions shall apply:

(a) all animals are vaccinated and dewormed against the pathogens specified in section four hundred twenty-nine of this article;

(b) physical examinations verifying the absence of clinical signs of infectious diseases have been performed;

(c) surgical sterilization or housing in same-sex groupings, except littermates under twelve weeks of age; and

(d) the animal has a collar or tag to facilitate visual identification, unless the animal's age or condition is such that application of visual identification is not practicable or would be detrimental to the animal's health.

8. Animals that are poorly socialized, fearful, or aggressive towards other animals or that are ill, injured, or within a week of whelping or queening shall be housed individually in a suitably sized, enriched primary enclosure.

(a) Littermates under the age of twelve weeks may be co-housed in an isolation area if all individuals are infected with the same infectious, contagious, parasitic or communicable disease.

(b) Dogs and cats within a week of giving birth or until separation from the offspring shall be provided with a box with a solid floor large enough to allow the animal to lie fully stretched on its side, permitting all offspring to nurse and to accommodate all offspring until weaned; and an area large enough to allow the dam or queen to leave the whelping box.

9. Each enclosure shall clearly indicate the identities of all animals contained within, specifying each animal's unique identifier as required under section four hundred twenty-three of this article. Each animal shall also be individually identified.

10. All primary enclosures shall provide sufficient space to allow each animal, regardless of species, to:

(a) make all normal postural adjustments;

(b) fully stretch its body and have sufficient room to circle, lie down, and stand upright without the head or tail touching the sides of the enclosure even with the presence of water and food bowls, beds, litter boxes, and other normal cage objects; and

(c) allow animals to sit, sleep and eat away from areas of their enclosure where they defecate and urinate.

11. Any primary enclosure housing two or more animals shall provide the following:

(a) sufficient space and quality of environment to allow all animals to maintain social distances;

(b) adequate areas for hiding, resting, feeding, and elimination with sufficient space to separate areas and the ability for all animals to access those areas.

12. Regardless of the size of the primary enclosure, the number of animals cohoused in a primary enclosure at one time shall not exceed the following thresholds:

(a) twelve adult cats;

(b) two litters of kittens not to exceed ten kittens total;

(c) five adult dogs; or

(d) one litter of puppies.

13. Puppies and kittens less than sixteen weeks of age shall not be housed in the same enclosure with adults other than their dam or queen, or foster or surrogate dam or queen.

14. All animals housed with one or more conspecifics shall be separated for feeding or observed at feeding times for antagonistic interactions that pose a safety and welfare concern.

15. Animals shall not be housed outdoors for more than twelve hours within a twenty-four-hour period, with the exception of free-roaming cats under the care of the animal shelter.

16. Outdoor primary enclosures shall comply with all housing requirements prescribed in this section and shall provide the following:

(a) protection from the elements at all times;

(b) adequate drainage to prevent the accumulation of excess water in or around the enclosures;

(c) a moisture-proof, insulated shelter structure large enough to simultaneously accommodate all animals in the enclosure, unless immediate entry to an indoor portion of the enclosure is accessible;

(d) security from unauthorized entry of other animals into the enclosure;

(e) a separate, shaded area sufficient to simultaneously accommodate all animals, except when animals have immediate access to an indoor

portion of the enclosure;

(f) clean dry bedding at all times and a heat source when the outdoor temperature falls below fifty degrees fahrenheit; and

(g) enclosures that allow outdoor access for cats shall be fully enclosed to prevent escape from the enclosure.

17. For any animal in the custody or possession of any animal shelter for fourteen days or longer, alternative housing shall be provided in one of the following formats:

(a) enriched cages at least twice the size otherwise required for an animal's size;

(b) foster care in a private home, office, or other suitable off-site location; or

(c) room housing.

*** § 426. Sanitation.** Any animal shelter licensed pursuant to this article shall establish and maintain sanitation protocols that include the following:

1. use of one or more agents that have cleaning and disinfectant properties that are effective under conditions present in a given environment and with demonstrated effectiveness against the pathogens for which animals are at risk;

2. removal of animals from enclosures and placement in another appropriate enclosure or separation from the area being cleaned or disinfected by a functional compartment door when water, cleaning, or disinfecting agents are sprayed in or near an animal's enclosure;

3. dedicated equipment for cleaning and disinfection for use in each separate area of the shelter designated as cat or dog isolation, holding, adoptions or other functionally separate areas within the facility;

4. cleaning and disinfecting in between each use of items and surfaces that come into contact with animals, including but not limited to food and water bowls, litter boxes and exam tables, or procedures to discard and replace with new items for each animal;

5. cleaning and disinfecting all enclosures for temporary or permanent housing before a new animal enters such enclosure;

6. daily cleaning and at least once weekly disinfecting of enclosures that house the same animal or animals during a long-term stay;

7. cleaning and disinfecting enclosures when the enclosure becomes heavily soiled or otherwise contaminated or a new animal is added to the enclosure;

8. laundering of all animal bedding in a machine with detergent when soiled and thoroughly drying such bedding before reuse, or removing and disposing of such bedding appropriately;

9. cleaning of outdoor premises from clutter that may pose a safety concern and fecal material removed at least once daily;

10. appropriate use and disposal of protective garments worn during cleaning and intensive animal-handling activities within an animal shelter; and

11. proper hygiene of shelter staff, volunteers, and visitors, including signage, supervision, and hand sanitation.

*** § 427. Shelter management protocols.** 1. Each animal shelter shall have a clear, written, management structure that defines staff authority, reporting structure and responsibilities, and is readily accessible to all staff and volunteers.

2. Staffing shall be sufficient to allow adequate time, per animal, for cleaning and daily feeding, and to meet the minimum requirements for socialization and exercise of animals as prescribed in section four hundred thirty of this article.

3. The total number of animals housed in an animal shelter facility or foster home shall not exceed the number of housing units available at the facility as required by section four hundred twenty-five of this article; provided, however, that exceptions to the provisions of this subdivision shall be permissible for periods not to exceed forty-five contiguous days in the event of an animal seizure pursuant to article twenty-six of this chapter or a natural disaster where an official declaration of the disaster or emergency has been made.

4. All animals shall be observed daily by a manager or designee to identify each animal's needs for care, housing and service and to ensure that each animal has a plan to advance efficiently through the shelter.

*** § 428. Animal husbandry.** 1. (a) Each animal shelter shall provide each animal under its care with fresh, potable water at all times unless otherwise directed by a duly licensed veterinarian.

(b) Each animal shelter shall feed each animal under its care a complete and nutritionally balanced, species-specific and life-stage-appropriate diet as indicated by the animal's age, weight, and medical health, or as directed by a duly licensed veterinarian in accordance with the written protocols required by section four hundred twenty-three of this article.

(c) Food shall be provided at least once daily for adult animals, at least twice daily for animals less than six months of age, and at least three times daily for animals less than two months of age.

(d) Perishable animal food shall be refrigerated.

(e) Animal food and water containers shall be present in sufficient number and location to safely enable each animal in the enclosure to access an adequate supply of food and water. Food and water bowls shall be of the type that can be easily sanitized, be kept clean and shall be cleaned and disinfected prior to use by a different animal, unless disposable bowls are used and replaced between animals.

(f) Each animal shall be observed during or following each feeding time to ensure daily food intake, or at least once every twenty-four hours for animals continually offered food. Such observations shall be recorded.

2. (a) Humane and safe physical restraint to limit some or all normal voluntary movement of any animal in each animal shelter's care shall minimize fear, pain, stress and suffering for the animal, protect both the animal and personnel from harm, and be of the least intensity and duration required to allow the specific procedure or procedures to be performed properly.

(b) (i) Frightened or fractious animals may be appropriately tranquilized, under the orders and supervision of a duly licensed veterinarian, if they cannot be restrained safely and humanely.

(ii) No physical force shall be used as punishment or in anger.

(iii) Handling methods shall minimize the chance of escape and ensure the safety of both humans and animals.

(c) Restraint devices and handling techniques employed by each animal shelter shall be used in a manner that minimizes animal stress and risk of injury to both animals and personnel, in the event such devices and techniques are necessary for the safe handling of the animal.

(i) All equipment shall be maintained in good working order.

(ii) Cats shall not be restrained with control poles. Humane traps, cat boxes, nets, towels, or other equipment appropriate for handling fractious animals may be used. Squeeze cages, feral cat boxes, or humane traps with dividers shall be used for restraining cats and administering tranquilizers prior to handling.

*** § 429. Veterinary care.** 1. Prescription medications and treatments shall be administered by each animal shelter under the advisement of or in accordance with written protocols provided by a duly licensed veterinarian.

2. All drugs shall be documented and dispensed by each animal shelter in accordance with applicable local, state, and federal laws and regulations.

3. All incoming animals shall be assessed within two hours after intake by a trained animal shelter staff member to determine if any physical abnormalities exist that require immediate veterinary attention in accordance with the shelter's written protocol for emergency care, as required by section four hundred twenty-three of this article.

4. Each animal shelter shall have the ability to provide for veterinary assessment and humane care in a timely fashion through in-house facilities or at an off-site location.

5. Pursuant to the written protocol for emergency veterinary care required by section four hundred twenty-three of this article, each animal shelter shall provide appropriate and timely veterinary care for any animal that is in distress, experiencing pain, or showing signs of significant illness or injury.

6. Each animal shelter shall recognize and treat acute and chronic pain appropriately, as set forth in article twenty-six of this chapter. The legal status regarding the ownership of any animal shall not prevent treatment to relieve suffering.

7. Each animal shelter shall provide a complete physical examination of all animals in its custody or possession by trained shelter staff within twenty-four hours of intake to identify medical or behavioral conditions that require further evaluation and care. Animals shall specifically be examined for bite wounds; animals that have potentially been exposed to rabies shall be managed in accordance with applicable local and state laws. Each animal shelter shall comply with the rabies

reporting requirements prescribed in 10 NYCRR 2.14.

8. Each animal shelter shall vaccinate each animal in its custody or possession with core vaccines as recommended by national standards and guidelines specific to animal shelters as established, endorsed or approved by the American Association of Feline Practitioners (AAFP), American Animal Hospital Association (AAHA), or the Association of Shelter Veterinarians (ASV).

9. Each animal shelter shall provide all dogs, cats, and ferrets in its custody or possession with a rabies vaccination prior to release in accordance with local public health laws. Each animal shelter shall be in compliance at all times with section one hundred nine of this chapter and title four of article twenty-one of the public health law.

10. At a minimum, each animal shelter shall treat all animals in its custody or possession for hookworms and roundworms prior to release and/or placement in foster care.

11. When a physical or behavioral abnormality is identified at the time of intake or at any time during any animal's shelter stay, staff members shall follow written medical protocols required by section four hundred twenty-three of this article, to determine if and when any animal in its custody or possession needs to be examined by a duly licensed veterinarian. If the animal is in foster care, the foster care provider shall follow written medical protocols to determine whether the animal needs to be examined by a duly licensed veterinarian.

12. Any animal in the custody or possession of any animal shelter for more than thirty days shall be examined and weighed at least monthly by a trained staff member. Animals in foster care shall be examined and weighed at least once every six months by a trained staff member.

13. Any apparently healthy animal remaining within the custody or possession of any animal shelter shall be examined by a duly licensed veterinarian at least every six months, or more frequently if problems are identified.

14. Each animal shelter shall provide regular grooming to prevent discomfort or injury to each animal in its custody or possession. Matted, soiled, or otherwise unkempt animals shall be provided with timely grooming to alleviate discomfort and prevent injury within forty-eight hours of intake or identification of condition. Severe matting that prevents normal movement, an animal's ability to eat,

drink, urinate, or defecate, or that compromises tissue health shall be treated as a medical emergency requiring immediate care.

15. (a) No animal shelter shall release any dog or cat for adoption to any person unless the dog or cat has been spayed or neutered, in accordance with section three hundred seventy-seven-a of this chapter.

(b) Prior to performing spay/neuter surgery at any animal shelter:

(i) All animals in such shelter's custody or possession shall receive an examination by a duly licensed veterinarian within twenty-four hours of surgery and anesthesia. Such examination may be performed under sedation or anesthesia if, due to the animal's behavior, an examination is not possible while awake.

(ii) Balanced anesthetic protocols that include sedation, the provision of pre- and post-operative analgesia, stress reduction, muscle relaxation and controlled, reversible loss of consciousness shall be utilized for all animals.

(iii) While surgery is being performed, the operating area shall be dedicated to surgery and contain the necessary equipment for anesthesia and patient monitoring.

(iv) Aseptic surgical technique shall be required, and separate sterile instruments shall be used for each patient. All instruments and equipment shall be maintained in proper working condition.

(v) A permanent tattoo shall be placed on the ventral abdomen of shelter-owned cats and dogs at the time of spay or neuter.

(vi) Each animal shelter shall provide adoptive owners instructions in both written and verbal forms for ten-day post-operative care of recently spayed or neutered animals.

(c) Written protocols required by section four hundred twenty-three of this chapter, shall be followed to handle related post-operative emergencies.

*** § 430. Behavior.** 1. Each animal shelter shall take measures, by way of written questionnaire, personal interview or other means deemed necessary by the commissioner, to collect a behavioral history for each animal in its custody or possession at the time of intake.

2. Routine care and handling of any animal in the custody or possession of each animal shelter, including the timing of feeding and sanitation procedures shall be performed on a regular daily schedule.

3. At least twenty minutes of positive social interactions, in addition to time spent providing feeding, cleaning, basic husbandry or care with people shall be provided by each animal shelter on a daily basis for any animal in such shelter's custody or possession except those so poorly socialized to humans that such contact would be unpleasant, stressful or pose a safety risk to other animals or humans. Daily handling and positive exposure to people and other animals shall be provided for any dog or cat less than four months of age, while taking appropriate precautions to limit infectious disease. Positive social interactions shall include but not be limited to petting an animal, walking, reward based training or interactive play with toys. Time spent providing basic husbandry and animal care shall not be used to offset the social interaction time requirements of this subdivision.

4. Each animal shelter shall provide each animal in its custody or possession opportunity for exercise and exploration in the following manner:

(a) all cats housed in a cage, kennel, or room that provides less than eighteen square feet of floor space per cat for fourteen days or longer shall be permitted at least fifteen minutes per day at least five days per week outside of their primary enclosure to exercise and explore;

(b) all dogs residing in the shelter for fourteen days or longer shall be permitted time outside of their primary enclosure to exercise and explore for at least twenty minutes per day five days per week; or

(c) in the event such activities are not possible due to any animal's health, behavior, order of the commissioner or legal restriction, the condition and reason shall be documented in such animal's medical record.

5. Each animal shelter shall implement additional measures for enrichment and stress reduction for any animal in its custody or possession showing persistent hiding, hostile interactions with other animals, reduced activity, depression or social withdrawal, barrier frustration or aggression, self-injurious behavior, repetitive non goal-oriented movement, or stereotypic behaviors. Such measures shall be documented in such animal's medical record created pursuant to section four hundred twenty-three of this article.

6. Use of aversive methods in animal training or behavioral modification is prohibited except in reward-based method situations,

where skilled application of the least aversive method that is expected to succeed may be appropriate.

7. Animal shelters may perform a systematic behavioral evaluation on animals prior to rehoming or other placement. In the event such evaluations are performed, the following requirements shall apply:

(a) staff performing such evaluations shall receive, in advance, adequate training in the performance and interpretation of the behavioral evaluation or evaluations; and

(b) documentation of the results of every behavior evaluation performed shall be added to the animal's record created pursuant to section four hundred twenty-three of this article.

8. Each licensed animal shelter shall fully disclose all available information regarding the behavior of any animal in its custody or possession prior to such animal's transfer to an individual or another organization as authorized pursuant to section three hundred seventy-four of this chapter. Such information shall include, but not be limited to prior history, observed behaviors in the shelter, and the results of any systematic behavioral evaluations performed.

9. Any animal in the custody or possession of a licensed animal shelter that is observed to be experiencing mental suffering or behavioral deterioration shall be assessed and appropriately treated.

*** § 431. Transportation.** 1. Vehicle requirements. (a) Vehicles and operators employed by or otherwise serving as an agent of any animal shelter to transport animals shall adhere to all applicable federal, state, and local laws.

(b) Any animal transported by an animal shelter or its agent shall not be placed unconfined or tethered in the back of an open pick-up or flatbed truck.

(c) Any animal shelter or its agent transporting any animal shall safely and securely confine such animal in an enclosure such as a crate, carrier, or cage within the vehicle. Foster care providers serving as an agent of any animal shelter for purposes of this section may be authorized to provide secure alternatives to enclosures for transport of large dogs.

(d) Any transport vehicle transporting dogs or cats for any animal shelter shall have adequate space, comfortable environmental conditions,

and good air quality. The animal compartment of the transport vehicle shall provide fresh air, free of vehicle exhaust fumes.

(e) Each transport vehicle, including cargo spaces, shall be heated and cooled as necessary to provide for normal thermoregulation of the animals being transported.

(f) Each transport vehicle shall have a thermometer placed in the animal compartment. The ambient temperature in the cargo space shall be maintained between sixty and eighty-five degrees fahrenheit, unless the health of the animal necessitates an ambient temperature that exceeds or is less than such parameters. The operator of such vehicle shall monitor cargo area temperatures at least every four hours to ensure such temperatures are maintained.

2. General responsibilities of animal shelters of origin prior to transport. (a) It is the responsibility of the animal shelter of origin to reasonably ensure that its destination animal shelters have the ability to meet the requirements of subdivision four of this section prior to transporting any animal. A written contract or memorandum of understanding between the animal shelter of origin, any intermediate animal shelter, the destination animal shelter and any transporting agent not directly employed by such shelters, shall be executed for each animal transfer of one or more animals. Such document shall include the responsibilities of each party and shall be revised or updated as necessary to ensure that information is current.

(b) A contact person shall be designated for each animal shelter and any intermediate transfer points.

(c) Each transporting organization identified in any agreement established pursuant to subparagraph (i) of paragraph (d) of this subdivision shall adhere to all public health laws and local laws for source location, intermediate transfer points, and final destination.

(d) (i) For dogs or cats imported into the state, the animal shelter of origin shall ensure that each dog or cat to be transported aged three months of age or older has been vaccinated against rabies not more than twelve months prior to the date of transport when using a one-year vaccine, or not more than thirty-six months prior to the date of transport when using a three-year vaccine, as evidenced by a valid certificate of immunization signed by a duly licensed veterinarian. Such vaccine shall be approved by the United States department of

agriculture. The immunization requirement shall not apply if a veterinarian certifies in writing that because of old age or other reason, the life of the dog would be endangered by the administration of the rabies vaccine.

(ii) At a minimum, the animal shelter of origin shall administer the following core vaccinations to each dog or cat to be transported that is four weeks of age or older:

(1) For dogs, a modified live product for Distemper virus, Adenovirus, and Parvovirus as well as an intranasal or oral avirulent culture Bordetella bronchiseptica vaccination prior to departing from the animal shelter of origin.

(2) For cats, a modified live product for Feline Viral Rhinotracheitis, Feline Calici Virus, and Feline Panleukopenia.

(iii) The animal shelter of origin shall treat each animal for internal and external parasites as appropriate for the age, species, and medical condition.

(iv) (1) The animal shelter of origin shall examine each dog and cat for medical or behavioral concerns at most twenty-four hours prior to initiation of transport. All medical and behavioral observations shall be recorded and communicated to any intermediate animal shelter, the destination animal shelter and any transporting agent not directly employed by such shelters.

(2) A health record shall accompany each animal to be transported.

(3) A health certificate is required for each animal to be transported into the state in accordance with part sixty-five of the commissioner's rules and regulations. Such certificate shall accompany each animal during transport and be completed and signed by a duly licensed veterinarian.

(v) Each animal shall be individually identified with a collar, tag, tattoo, microchip or combination of such identifiers. All animals shall have, at a minimum, one form of visual identification.

3. General responsibilities during transport. (a) Each animal transported shall be provided with absorbent bedding.

(b) No animal shall be sedated or tranquilized unless recommended by a duly licensed veterinarian and veterinary guidance is provided for such animal's care during transport.

(c) The maximum transport time to an intermediate animal shelter or a

destination animal shelter for dogs and cats shall include not more than fourteen hours confined to the transport vehicle, including load time. Transports exceeding fourteen hours must include an overnight stop at an intermediary location, where the dogs and cats being transported shall be allowed the opportunity to exercise and eliminate outside of the transport vehicle.

(d) The transporting animal shelter or its agent shall observe each animal being transported as often as circumstances allow, but not less than once every four hours. During such observations, animals should be watered and fed consistent with paragraphs (g) and (h) of this subdivision, and the transport area cleaned as appropriate.

(e) Each dog shall be provided with the opportunity to exercise and eliminate at least once every twelve hours while confined to the transport vehicle, including load time. Each dog being transported that is less than twelve weeks of age shall be removed from their enclosure and allowed to exercise and eliminate at least every two hours.

(f) No dog or cat shall be left unattended in any transport vehicle for more than one hour, regardless of whether heating, ventilation and air conditioning (HVAC) is provided in such vehicle.

(g) The transporting animal shelter or its agent shall provide each animal being transported with wholesome and palatable food except when there are instructions from a duly licensed veterinarian to withhold food for medical reasons. Such food shall be free from contamination, of nutritional value sufficient to maintain each animal in good health and be provided at least every twelve hours for adult animals; at least every eight hours for animals less than six months of age; and at least every six hours for animals less than four months of age.

(h) If water cannot be provided at all times, the transporting animal shelter or its agent shall provide clean, fresh water to each animal being transported at least every four hours during observation stops required pursuant to paragraph (b) of subdivision four of this section. Such water shall be supplied in a sanitary manner sufficient for its needs, except where there are instructions from a duly licensed veterinarian to withhold water for medical reasons.

(i) Animal enclosure requirements. (i) Animal enclosures in transport vehicles shall be suitable to allow the animal to stand, sit erect, turn around while standing, and to lie in a natural position. If more than

one animal occupies any enclosure during transport, such enclosure shall provide adequate space for each to lie down comfortably at the same time without lying on top of each other.

(ii) Unfamiliar animals shall not be contained together in the same enclosure.

(iii) Crates, carriers or cages shall not be stacked in the transport vehicle in a manner that increases animal stress or discomfort, compromises ventilation, allows waste material to pass between cages, interferes with care and observation, or hinders emergency removal.

(iv) All animal enclosures and compartments shall be free of sharp edges or other hazardous materials.

(v) The floor of any enclosure shall prevent injury, discomfort, and leakage of fluids into other enclosures.

(vi) The animal shelter or its agent shall ensure that each animal transported is safely and securely confined within each enclosure as prescribed by this section and that enclosure doors are secured to prevent accidental opening.

(vii) The animal shelter or its agent shall secure each primary enclosure to prevent movement within the transport vehicle.

(viii) Each dog or cat less than eight weeks of age shall be transported in an enclosure with their mother, with adequate space to allow the mother to lie down on her side with legs extended to facilitate nursing unless such dog or cat is orphaned, a duly licensed veterinarian directs otherwise, the transport period does not exceed one hour, or transport with the mother is deemed to pose a significant safety risk. In the event such dog or cat is not transported with its mother, the animal shelter or its agent shall ensure an adequate environment and temperature for the offspring. The transporting animal shelter or its agent shall transport animals with known or suspected infectious diseases that could be spread during transport in separate compartments from healthy animals.

(ix) The transporting animal shelter or its agent shall clean animal enclosures and replace litter as often as necessary to prevent soiling any animal being transported. If any animal must be removed from an enclosure to facilitate cleaning, the transporting animal shelter or its agent shall employ safeguards to ensure animal safety and prevent escape.

(j) Transport vehicle operators. (i) Transport vehicle operators and individuals who assist in the transport of animals shall have training in animal health, animal care, and safety issues to recognize and respond to animal needs during transport.

(ii) Transport vehicle operators shall avoid unnecessary sudden acceleration, deceleration, excessive lateral movement, noise and vibration.

(iii) Transport vehicle operators and individuals who assist in the transport of animals shall observe dogs and cats for any medical or behavioral concerns during each stop and shall respond appropriately to any concerns identified.

(iv) Transport vehicle operators and individuals who assist in the transport of animals shall clean and disinfect each enclosure after use in transporting an animal and before transporting different animals in the same enclosure.

4. General requirements of destination animal shelters. Each destination animal shelter shall provide the following:

(a) Adequately trained personnel ready to receive and medically evaluate each animal received from any transporting animal shelter or its agent upon arrival;

(b) A physical examination of each animal received from any transporting animal shelter with corresponding documentation performed by trained personnel pursuant to section four hundred twenty-three of this article within four hours of arrival;

(c) Veterinary care in accordance with section four hundred twenty-nine of this article for each animal received from any transporting animal shelter requiring such care and additional reasonable care.

(d) Adequate housing for arriving animals prepared in advance of arrival, including:

(i) Housing in a quarantine area if needed, based on assessment of health status, animal source, and risk of infectious, contagious, parasitic or communicable disease; and

(ii) Isolation areas for animals with known or suspected contagious diseases, as required under sections four hundred twenty-four and four hundred twenty-five of this article.

5. No animal shelter or its agents shall transport any dog or cat less

than one year of age whose point of origin is any breeder licensed by the United States department of agriculture pursuant to the provisions of U.S.P.L. 89-544 as of August twenty-fourth, nineteen sixty-six, or any subsequent corresponding sections of the federal Animal Welfare Act, as from time to time amended.

*** § 432. Foster care provider requirements.** 1. No person may operate as a foster care provider in this state without first having signed a written agreement with an animal shelter licensed pursuant to this article stating that such person may operate as a foster care provider with the approval and under the responsibility of such animal shelter. Such agreement shall be renewed not less than once every two years, and a copy of such agreement shall be kept by both the animal shelter and foster care provider and made available for inspection by the commissioner upon request. It shall be the responsibility of the animal shelter entering into such agreement with any foster care provider pursuant to this article to ensure that such foster care provider is able to responsibly harbor and provide necessary sustenance for any animal placed in their care by such animal shelter in a manner that promotes the good health, safety and welfare of such animals. No animal shelter shall knowingly enter into any agreement pursuant to this subdivision with any person who has been previously convicted of a violation of any provision of article twenty-six of this chapter or regulations promulgated thereunder pertaining to humane treatment of animals, cruelty to animals, endangering the life or health of an animal, or violation of any federal, state, or local law pertaining to the care, treatment, sale, possession, or handling of animals or any regulation or rule relating to the endangerment of the life or health of an animal.

2. Foster care providers may harbor animals owned by a licensed animal shelter but shall not own such animals and shall keep a copy of the current record of each animal harbored under any agreement established pursuant to subdivision one of this section. Such record shall be maintained at the physical premises where such foster care providers harbor such animals. Animal shelters may, if appropriate to protect the identity of the source of any animal, provide their foster care providers with a partial animal record that excludes the name and

address of the organization or individual from whom such animal was obtained and the date of receipt, so long as such animal shelters keep a copy of the complete record at the location where it maintains such records pursuant to section four hundred twenty-three of this article. It is the responsibility of the animal shelter with which such foster care provider has established an agreement pursuant to subdivision one of this section to ensure compliance with this subdivision.

3. Any animal harbored by a foster care provider pursuant to this section that is affected by an infectious or contagious disease shall be handled in a manner that prevents the spread of such disease in accordance with subdivision nine of section four hundred twenty-four of this article. It shall be the responsibility of the animal shelter with which such foster care provider has established an agreement pursuant to subdivision one of this section to ensure compliance with this subdivision.

*** § 433. Violations.** 1. Any animal shelter that violates any provision of this article may be subject to licensure denial, revocation, suspension, or refusal of license renewal in accordance with the provisions of subdivision seven of section four hundred twenty-one of this article.

2. Violation of any provision of this article shall be a civil offense, for which a penalty of not less than one hundred dollars and not more than one thousand dollars for each violation may be imposed by the commissioner; provided, that whenever there shall be a violation of this article, application may be made by the attorney general in the name of the people of the state of New York to a court or justice having jurisdiction by a special proceeding to issue an injunction, and upon notice to the defendant of not less than five days, to enjoin and restrain the continuance of such violations; and if it shall appear to the satisfaction of the court or justice that the defendant has, in fact, violated this article, an injunction may be issued by such court or justice, enjoining and restraining any further violation, without requiring proof that any person has, in fact, been injured or damaged thereby. In any such proceeding, the court may make allowances to the attorney general as provided in paragraph six of subdivision (a) of section eighty-three hundred three of the civil practice law and rules,

and direct restitution. Whenever the court shall determine that a violation of this article has occurred, the court may impose a civil penalty of not less than one hundred dollars and not more than one thousand dollars. In connection with any such proposed application, the attorney general is authorized to take proof and make a determination of the relevant facts and to issue subpoenas in accordance with the civil practice law and rules.

3. Any animal shelter that violates any provisions of this article shall correct such violations to the satisfaction of the commissioner within a period not to exceed ten days; provided, however, that where such violation poses a severe or immediate threat to public health or animal safety or well-being, such violation shall be corrected to the satisfaction of the commissioner within a period not to exceed seventy-two hours.

4. Nothing in this section shall preclude the commissioner from taking additional actions to address violations related to the immediate threat to animal safety or well-being, including but not limited to, suspension of animal shelter operations until such violations are corrected to the satisfaction of the commissioner.

5. Upon identification of one or more violations, the commissioner shall provide the animal shelter with a written description of all violations issued and the steps necessary to correct such deficiencies.

*** § 434. Waiving of requirements authorized.** The commissioner is hereby authorized to waive the requirements established pursuant to this article during a disaster emergency, provided that an official declaration of such disaster emergency has been made by the governor or his or her delegated state official pursuant to section twenty-eight of the executive law.

* NB Effective December 15, 2025

NATIONAL FEDERATION OF HUMANE SOCIETIES
BASIC ANIMAL STATS MATRIX
(VRS 10-2013)

Introduction to the Basic Matrix:

This basic matrix was designed to serve as a tool for basic data collection. It is a simple matrix containing what many (including Asilomar, ASPCA, National Federation, American Humane, UC Davis, Maddies Fund, PetSmart Charities and HSUS) have agreed are the minimum data points (along with definitions) an organization should gather. Whether organizations already gather a great deal of data or have only gathered the basics, this matrix should facilitate the roll up or merging of data at the local, regional or national level by providing a common framework. This matrix does not reflect any preference in data analysis or the calculation of rates but is rather simply a tool for data collection.

Tracking by Species and Age:

The risks associated with being an adult dog, puppy, adult cat or kitten (or neonate of any kind) in a shelter environment will vary a great deal. To help shelters assess and understand the differing risks for these populations of animals, this basic animal stats matrix includes a break out by species and age. If tracking statistics broken out by species and age is beyond the capacity of an agency, simply tracking statistics by species would be a place to begin. This document defines puppy and kitten as under 5 months of age (see below: Determining Age). Again – given the differing level of risk – breaking age down further to include a neonate category for both dogs and cats can also be very informative.

Determining Age:

This basic matrix utilizes 5 months as the break point between puppy/kitten and adult. At or near 5 months of age there are changes in the teeth which can help guide trained staff regarding proper categorization of the animal. For cats, at 4-5 months of age permanent canines, premolars and molars are coming in (all in by 6 months of age). For dogs, at 5-7 months of age permanent canines, premolars and molars are coming in (all in by 7 months of age).

Source: "How to . . . series" from Animal Sheltering,

http://www.animalsheltering.org/resources/magazine/may_jun_1996/how_to_determine_age.html

Or, contact the National Federation of Humane Societies for a copy of the document.

Beginning and Ending Shelter Counts:

These numbers help frame the population of the animals sheltered and cared for by the organization. We are recommending that a shelter do a walk through – physically counting the animals sheltered within the organization, and not forgetting to count those animals who have been admitted but who are not currently within the shelter (foster care, in the care of a veterinary hospital, etc).

Defining Owner Intended Euthanasia:

Some shelters offer pet euthanasia to the public as a service whose cost may be subsidized and therefore more affordable than local veterinary clinics, thus ensuring access to this service. Defining when euthanasia should be recorded as “at the request of the owner”, or not, is the subject of much discussion. For the purposes of this document, we are choosing to define owner INTENDED euthanasia as the euthanasia of a pet whose owner brought the pet to the shelter for that service. In other words, the owner brought the pet in specifically for that service – it was their intent before arriving. Any other definition of “owner requested” euthanasia leaves much up to interpretation and therefore a great deal of variation among organizations and their reporting. We believe the simplicity of this definition helps to ensure consistent application and record keeping.

Live Admissions Only:

For the purposes of this matrix we are tracking LIVE admissions only, i.e. animals who are alive when they come into an agency's possession. Animals who are dead when taken in to an agency's possession may be a data point to track, but that information is not tracked by this matrix.

What is Possession?

"Adoption" and "Transferred to another Agency" both make reference to possession. The primary concept here is one of ownership. For example, in foster care, the agency still has possession or ownership. If adopted or transferred to another Agency, possession is now with the new owner, or with another Agency.

Where are the “Others”?

This basic data matrix focuses on canines and felines. Many organizations also provide extraordinary services for other pets (pocket pets, rabbits, ferrets) and animals (wildlife), and that good work is not captured here.

Why a Basic Matrix?

This basic matrix was designed to serve as a tool for data collection. It is a simple matrix containing what many have agreed are the minimum data points an organization should consider gathering. By agreeing to this basic matrix - we hope organizations will gather AT LEAST this data, or if an organization all ready gathers a great deal of data, that they will consider rolling up their data into this format to help facilitate (if individual agencies are interested) data collection at a local, regional or national level, which would allow participating agencies to benchmark their work against similar agencies around their region or the nation. This matrix does not reflect any preference for the variety of live release rates used in animal sheltering and welfare. Most rates, other than full Asilomar which requires a conditions matrix, should be able to be calculated from the data points included.

NATIONAL FEDERATION OF HUMANE SOCIETIES
BASIC ANIMAL STATS MATRIX
(vrs 10-2013)

BASIC DATA MATRIX (Oct 2013)

Species By Age		Canine		Feline		Total
		Adult	Up to 5 months	Adult	Up to 5 months	
A	Beginning Animal Count (date:)					0
Live Intake						
B	Stray/At Large					0
C	Relinquished by Owner					0
D	Owner Intended Euthanasia					0
E	Transferred in from Agency					0
F	Other Intakes					0
G	TOTAL LIVE INTAKE	0	0	0	0	0
Outcomes						
H	Adoption					0
I	Returned to Owner					0
J	Transferred to another Agency					0
K	Returned to Field	N/A	N/A			0
L	Other Live Outcome					0
M	Subtotal: Live Outcomes	0	0	0	0	0
N	Died in Care					0
O	Lost in Care					0
P	Shelter Euthanasia					0
Q	Owner Intended Euthanasia					0
R	Subtotal: Other Outcomes	0	0	0	0	0
S	TOTAL OUTCOMES	0	0	0	0	0
T	Ending Shelter Count (date:)					0

Age at Intake

Should include animals in shelter and animals admitted but currently in foster care or other offsite facility.

Admitted through animal control/stated to be unowned or freeroaming

Admitted by owner

Limited to this definition: Admission of pets whose owner brought the pet to the shelter with the INTENT of requesting euthanasia

An admission from another agency - for adoption, large scale seizure support, etc.

Impounds for cruelty cases & protective custody. Also, pets born while in care, and others types of admission not captured above.

Sum of B, C, D, E and F

Final adoptions only, having permanently left the Agency's possession. For example, it does NOT include animals placed in foster care or on overnight 'trial' stays.

Stray or Owner Relinquished animal returned to their owner

Transferred out of the Agency's possession to another entity

Animals included in Intake, altered and returned to stray capture location as free-roaming felines

Barn cat programs, etc

Sum of H, I, J, K and L

Animals who die while sheltered

Animals whose outcome is unknown (may have escaped the shelter, outcome was not recorded and unknown)

All euthanasia other than that performed by the definition below as Owner Intended Euthanasia.

Limited to this definition: Euthanasia of pets whose owner brought the pet to the shelter with the INTENT of utilizing euthanasia services

Sum of N, O, P and Q

Sum of M and R

Should include animals in shelter and animals admitted but currently in foster care or offsite facility

Note: To check your statistics and calculations: A plus G should equal S plus T

Total A + Total G =

0

Total S + Total T =

0

Exhibit 18

2025 ASPCA New York Shelter Standards Implementation Grants

Timeframe: Friday, October 10, 2025 at 9 a.m. ET. - Monday, November 10, 2025 at 5 p.m. ET

The American Society for the Prevention of Cruelty to Animals® (ASPCA®) is accepting applications from animal welfare organizations in New York State to elevate animal health and welfare and aid in complying with regulatory requirements (https://agriculture.ny.gov/system/files/documents/2025/03/article_26c_regulationofanimalshelters.pdf) that will come into effect December 15, 2025. Organizations required to become licensed under Article 26-C, Section 421 (<https://www.nysenate.gov/legislation/laws/AGM/421>) are eligible to apply for funding to support changes to facilities and operations that may be necessary to comply with these standards.

Grant funds can be used to address one or more requirements of Article 26-C.

Grant Amount

Grants will range from \$20,000-\$75,000, with a maximum individual grant amount of \$75,000. The total funding available for all grants

made under this request for proposal (RFP) is up to \$1,200,000.

Attend an Informational Open House

Register to attend an upcoming open house to learn more about the 2025 ASPCA New York Shelter Standards Implementation Grant.

- [Watch the October 29 open house recording \(https://aspca.zoom.us/rec/share/rOkyC1Yqs1ZL5qDT8dR4KXDnCNcq-yKpllZzmjJr-Saz7ul1jspCwS8ikxvWjc4L.NykZzBysQNovMNIb\)with code #W6u*z@T](https://aspca.zoom.us/rec/share/rOkyC1Yqs1ZL5qDT8dR4KXDnCNcq-yKpllZzmjJr-Saz7ul1jspCwS8ikxvWjc4L.NykZzBysQNovMNIb)with code #W6u*z@T)
- [Watch the October 21 open house recording \(https://aspca.zoom.us/rec/play/anTQlyBBg-1CqhTrH6XX-2PdMWjvjjJ1BngoW4us5gaEUK4eJQEKBImJlEbL5_GM6XvZ-WGvlfxVdCJ-.rUVqzzuyHezouQNZ?eagerLoadZvaPages=sidemenu.billing.plan_management&accessLevelplay&originRequestUrl=https%3A%2F%2Faspca.zoom.us%2Frec%2FshK\)with code #W6u*z@T](https://aspca.zoom.us/rec/play/anTQlyBBg-1CqhTrH6XX-2PdMWjvjjJ1BngoW4us5gaEUK4eJQEKBImJlEbL5_GM6XvZ-WGvlfxVdCJ-.rUVqzzuyHezouQNZ?eagerLoadZvaPages=sidemenu.billing.plan_management&accessLevelplay&originRequestUrl=https%3A%2F%2Faspca.zoom.us%2Frec%2FshK)with code #W6u*z@T)

Can't make it? We'll share the recordings here following each session.

Eligibility

The American Society for the Prevention of Cruelty to Animals® (ASPCA®) was founded on the belief that animals are entitled to kind and respectful treatment by humans. We invite all voices to join us in working together to improve the lives of animals in need.

Applicants must be in the process of becoming licensed under

[Article 26-C, Section 421 \(https://www.nysenate.gov/legislation/laws/AGM/421\)](https://www.nysenate.gov/legislation/laws/AGM/421).

Applicants must meet ASPCA Grantee Organizational Standards:

- If a past ASPCA grant recipient, applicants must be current on all reporting requirements for such grant.
- If a nonprofit organization, applicants must:
 - Be an incorporated or organized legal entity in good standing with the Secretary of State in New York, or the state where the organization is incorporated or organized, for organizations operating in New York but incorporated elsewhere
 - Have a board of at least 4 members with a majority of independent members, with neither board chair nor treasurer receiving compensation from the organization
 - Have a current/active charitable registration in New York (for grants \geq \$25,000)

Funding Restrictions and Parameters

New York State Animal Welfare Organizations subject to Agriculture & Markets [Article 26-C \(https://agriculture.ny.gov/system/files/documents/2025/03/article_26c_regulationofanimalshelters.pdf\)](https://agriculture.ny.gov/system/files/documents/2025/03/article_26c_regulationofanimalshelters.pdf); organizations will be required to include a copy of their draft or completed [application for licensure \(https://agriculture.ny.gov/system/files/documents/2025/09/shelterrescue_licenseapplication.pdf\)](https://agriculture.ny.gov/system/files/documents/2025/09/shelterrescue_licenseapplication.pdf) form.

Grant funds can be used for costs related, but not limited to, the

following:

- Retrofitting housing with portals or transfer doors
- Training for staff to become certified euthanasia technicians
- Purchasing autoclaves, surgical instruments and other equipment to meet veterinary spay/neuter requirements
- Costs associated with hardware or software for cloud-based shelter and medical recordkeeping systems
- Purchasing appropriate disinfection and sanitation products, systems or equipment
- Hiring or contracting with a veterinarian to provide oversight and approval of protocols related to animal care and veterinary services provided to animals in the organization's care
- Hiring or contracting with an animal behavior professional to develop programming and protocols for behavioral care and enrichment

Strong Proposals Should

- Align funding need with one or more requirements contained within Article 26-C
- Clearly identify the relevant requirement(s) you are aiming to address using the section and requirement numbers contained in the [checklist document \(https://aspca.box.com/shared/static/o17223tk5c94m6eprjnq1qcfim3jjl8.pdf\)](https://aspca.box.com/shared/static/o17223tk5c94m6eprjnq1qcfim3jjl8.pdf)
- Clearly and succinctly outline the proposed upgrade, program or project

- Quantify the expected impact
- Describe any expected barriers and how you plan to overcome them
- Declare how much this project will cost in total, how much is requested and how the funds will be used, using [this template \(https://www.aspcapro.org/sites/default/files/2025-10/budget-template_2025-aspca-new-york-shelter-standards-implementation-grants-.xlsx\)](https://www.aspcapro.org/sites/default/files/2025-10/budget-template_2025-aspca-new-york-shelter-standards-implementation-grants-.xlsx) to fully outline budget
- Share how the work might continue beyond the grant term, including how you will financially sustain any practices that result in ongoing expenses beyond the requested funding amount

The language and examples contained in this RFP are hypothetical and are not intended to be relied upon as legal advice, medical advice, or a substitute for independent counsel, medical decision-making or guidelines for how to be compliant with the NYS Companion Animal Care Standards Act or any other laws or regulations.

Grant Review Timeline

- RFP will open on Friday, October 10, at 9 a.m. ET.
- RFP will close on Monday, November 10, at 5 p.m. ET.
- Finalists will be notified on or around December 1st and invited to complete a supplemental application in our grant management system.

Questions

- For program-related inquiries, please contact sheltermedicine@aspca.org (<mailto:sheltermedicine@aspca.org>).
- For application submission inquiries/technical difficulties, please contact grants@aspca.org (<mailto:grants@aspca.org>).

Exhibit 19

New York City Backyard Breeder Prohibition

Int. No. 1018-A

By Council Members Brannan, Schulman, Brewer, Krishnan, Marte, Holden, Restler, Rivera, Avilés, Abreu, Ossé, Ayala, Gennaro, Bottcher, Menin, Cabán, Hanif, Gutiérrez and Ariola

A Local Law to amend the administrative code of the city of New York, in relation to prohibiting the sale of dogs and cats in pet shops, and to repeal paragraph 5 of subdivision d of section 17-373, and sections 17-1703, 17-1704, and 17-1705 of such code, relating to required information, recordkeeping, and minimum standards in pet shops and applications for pet shop permits

Be it enacted by the Council as follows:

Section 1. Section 17-371 of the administrative code of the city of New York, as added by local law number 5 for the year 2015, subdivisions b, c, d, and e as amended by local law number 53 for the year 2015, is amended to read as follows:

§ 17-371 Definitions. [For the purposes of] As used in this subchapter, the following terms have the following meanings:

[a. “Arm's length transaction”] Arm’s length transaction. The term “arm’s length transaction” means a sale of a business for consideration that reflects the fair market value of such business or its assets, between [two] 2 informed and willing parties, that is not made, wholly or in part, for the purpose of enabling the seller to avoid liability for violations issued by the department. A sale shall be presumed not to be an arm’s length transaction if it is:

1. A sale to an individual, or to a corporation or other business that is owned by the spouse, domestic partner, parent, grandparent, child or stepchild of any of the sellers, or is the direct descendent of a grandparent, the spouse or domestic partner of any of the sellers;
2. A sale to an individual or entity that has a business or financial interest in the seller; or
3. A sale to an entity in which any of the sellers has a business or financial relationship.

[b. “Permit”] Permit. The term “permit” means a written license and authorization to carry on specified activities as regulated by this subchapter or other applicable law enforced by the department.

[c. “Permittee”] Permittee. The term “permittee” means a natural person or other entity who holds a valid permit issued by the commissioner pursuant to this subchapter or other applicable law enforced by the department.

[d. “Person” means any individual, corporation, partnership, association, municipality, or other legal entity.

e. “Pet shop”] Pet shop. The term “pet shop” means a facility other than an animal shelter, as such term is defined in section 17-802, where live animals are sold, exchanged, bartered, or offered for sale as pet animals to the general public at retail for profit. [Such definition shall not include breeders who sell or offer to sell directly to consumers fewer than twenty-five dogs or cats per year that are born and raised on the breeder's residential premises.] Such definition shall not include duly incorporated humane societies dedicated to the care of unwanted animals that make such animals available for adoption, whether or not a fee for such adoption is charged. [A person who allows an animal shelter or animal rescue group, as such terms are defined in section 17-802 of chapter eight of this title, to use such person's premises for the purpose of making animals available for adoption shall not be deemed a pet shop as a result of such activity so long as such person does not have an ownership interest in any of the animals being made available for adoption, and does not derive a fee for providing such adoption services.]

§ 2. Paragraph 5 of subdivision d of section 17-373 of the administrative code of the city of New York is REPEALED and paragraph 6 of subdivision d of such section is redesignated paragraph 5.

§ 3. Section 17-1701 of the administrative code of the city of New York, as amended by local law number 53 for the year 2015, is amended to read as follows:

§ 17-1701 Definitions. [For the purposes of] As used in this chapter, the following terms have the following meanings:

[a. “Animal abuse crime”] Animal abuse crime. The term “animal abuse crime” has the same meaning as set forth in section 17-1601 [of this title].

[b. “Animal shelter”] Animal shelter. The term “animal shelter” has the same meaning as [such term is defined] set forth in section 17-802 [of chapter eight of this title].

[c. “Animal rescue group”] Animal rescue group. The term “animal rescue group” has the same meaning as [such term is defined] set forth in section 17-802 [of chapter eight of this title].

[d. “Class A license” means a class A license issued by the United States department of agriculture pursuant to the animal welfare act, 7 U.S.C. § 2131, et seq., or successor provision of law, and regulations promulgated thereunder.

e. “Class B dealer” means a person required to hold a class B license issued by the United States department of agriculture pursuant to the animal welfare act, 7 U.S.C. § 2131, et seq., or successor provision of law, and regulations promulgated thereunder.

f. “Convicted” means an adjudication of guilt by any court or administrative tribunal of competent jurisdiction, whether upon a verdict, a plea of guilty, or an order of adjudication withheld by reason of a plea of nolo contendere. For the purposes of this chapter, “convicted” shall also mean a plea of guilty on a charge of any crime in satisfaction of an accusatory instrument charging a defendant with an animal abuse crime where dismissal of such charge was not on the merits.

g. “Dealer” means a person required to have a license issued by the United States department of agriculture pursuant to the animal welfare act, 7 U.S.C. § 2131, et seq., or successor provision of law.

h. “Federal identification number” means a license or registration number issued by the United States department of agriculture pursuant to the animal welfare act, 7 U.S.C. § 2131, et seq., or successor provision of law, and regulations promulgated thereunder.

i. “Finally determined” means a determination of a federal, state or local government agency, where all rights to challenge such determination at available administrative tribunals and courts of law have been exhausted, or the time period within which such challenge may be filed has expired.

j. “Person” means any individual, corporation, partnership, association, municipality, or other legal entity.

k. “Pet shop”] Pet shop. The term “pet shop” has the same meaning as [such term is defined] set forth in section 17-371 [of subchapter nine of this title].

§ 4. Section 17-1702 of the administrative code of the city of New York, as amended by local law number 53 for the year 2015, subdivision a as amended by local law number 151 for the year 2023, and subdivision c as amended by local law number 54 for the year 2023, is amended to read as follows:

§ 17-1702 Sales of animals. a. [Any pet shop that displays, offers for sale, delivers, barter, auctions, gives away, transfers or sells any dog or cat shall obtain such dog or cat from a source that, as of the date such pet shop receives such animal, shall attest in a sworn affidavit that such source:

1. holds a valid and active class A license that has not been suspended at any time during the prior five years; and

2. has not received any of the following in connection with such license:

(a) a finally determined “direct” non-compliant item citation pursuant to 7 U.S.C. § 2131, et seq., and regulations promulgated thereunder at any time during the prior three years; or

(b) a finally determined citation for failure to provide inspectors access to property or records as required pursuant to 9 C.F.R. § 2.126, or successor regulations in either of the two most recent United States department of agriculture inspection reports; or

(c) three or more distinct finally determined non-compliant item citations pursuant to 7 U.S.C. § 2131, et seq., and regulations promulgated thereunder, other than citations for failure to provide inspectors access to property or records as required pursuant to 9 C.F.R. § 2.126, or successor regulations, in the most recent United States department of agriculture inspection report; or

(d) one or more finally determined repeat non-compliant item citations pursuant to 7 U.S.C. § 2131, et seq., and regulations promulgated thereunder, in the most recent United States department of agriculture inspection report; or

(e) a finally determined order to cease and desist, issued by an administrative law judge, at any time during the prior five years; or

(f) a finally determined order to pay a civil penalty, issued by an administrative law judge, at any time during the prior five years; and

3. has not been convicted of a violation of the minimum standards of animal care provided for in section four hundred one of the agriculture and markets law at any time during the prior five years; and

4. has never been convicted of an animal abuse crime prior to delivering such animal or animals into the custody of such pet shop.] Animals shall not be sold or held for sale in a dwelling in which a person lives or at any other location that is not licensed therefor.

b. [Notwithstanding subdivision a of this section, it shall be unlawful for any pet shop to display, offer for sale, deliver, barter, auction, give away, transfer or sell any dog or cat knowingly obtained from a class B dealer.

c.] It shall be unlawful for any pet shop to display, offer for sale, deliver, barter, auction, give away, transfer, or sell any dog, cat, rabbit, or guinea pig.

[d.] c. A pet shop that allows an animal shelter or animal rescue group to use such pet shop's premises for the purpose of making animals available for adoption shall not be deemed to be engaged in any conduct otherwise prohibited pursuant to this section with respect to such animals, provided such pet shop does not have an ownership interest in such animals. A pet shop shall not be deemed to be engaged in any conduct otherwise prohibited pursuant to this section with respect to animals it surrenders to a non-profit shelter or animal rescue group, so long as such pet shop does not derive a fee therefor.

§ 5. Sections 17-1703, 17-1704, and 17-1705 of the administrative code of the city of New York are REPEALED.

§ 6. The heading of section 17-1706 of the administrative code of the city of New York, as amended by local law number 53 for the year 2015, is amended to read as follows:

§ 17-1706 Exemptions for animal shelters and rescue partners.

§ 7. Section 17-1707 of the administrative code of the city of New York, as amended by local law number 80 for the year 2021, is amended to read as follows:

§ 17-1707 Violations and fines. [a.] Any person found in violation of any provision of this chapter[, other than subdivision c of section 17-1703 of this chapter,] or any provision of any rule promulgated thereunder, shall be subject to a civil penalty of [five hundred dollars] \$500 per day for each such violation. Each violation in connection with the sale of more than [one] 1 animal shall be deemed a separate violation with respect to each animal offered for sale. A notice of violation served pursuant to this section shall be returnable at the environmental control board or any tribunal established within the office of administrative trials and hearings as designated by the commissioner.

[b. Any person found in violation of subdivision c of section 17-1703 of this chapter or any provision of any rule promulgated thereunder shall be subject to a civil penalty of one hundred dollars per day for each such violation. A notice of violation served pursuant to this section shall be returnable at the environmental control board or any tribunal established within the office of administrative trials and hearings as designated by the commissioner.

c. Any person that violates subdivision c of section 17-1703 or any rules promulgated thereto shall not be subject to a civil penalty for a first-time violation if such person proves to the satisfaction of the department, within seven days of the issuance of the notice of violation and prior to the commencement of an adjudication of the violation, that the violation has been cured. The submission of proof of a cure, if accepted by the department as proof that the violation has been cured, shall be deemed an admission of liability for all purposes. The option of presenting proof that the violation has been cured shall be offered as part of any settlement offer made by the department to a person who has received, for the first time, a notice of violation of subdivision c of section 17-1703 or any rules promulgated pursuant thereto. The department shall permit such proof to be submitted electronically or in person. A person may seek review, in the office of administrative trials and hearings, of the determination that the person has not submitted proof of a cure within 15 days of receiving written notification of such determination.]

§ 8. This local law takes effect December 15, 2024, except that if it becomes law after such date, it is retroactive to and deemed to have been in effect as of December 15, 2024.

New York City Backyard Breeder Prohibition

Int. No. 1018-A

By Council Members Brannan, Schulman, Brewer, Krishnan, Marte, Holden, Restler, Rivera, Avilés, Abreu, Ossé, Ayala, Gennaro, Bottcher, Menin, Cabán, Hanif, Gutiérrez and Ariola

A Local Law to amend the administrative code of the city of New York, in relation to prohibiting the sale of dogs and cats in pet shops, and to repeal paragraph 5 of subdivision d of section 17-373, and sections 17-1703, 17-1704, and 17-1705 of such code, relating to required information, recordkeeping, and minimum standards in pet shops and applications for pet shop permits

Be it enacted by the Council as follows:

Section 1. Section 17-371 of the administrative code of the city of New York, as added by local law number 5 for the year 2015, subdivisions b, c, d, and e as amended by local law number 53 for the year 2015, is amended to read as follows:

§ 17-371 Definitions. [For the purposes of] As used in this subchapter, the following terms have the following meanings:

[a. “Arm's length transaction”] Arm’s length transaction. The term “arm’s length transaction” means a sale of a business for consideration that reflects the fair market value of such business or its assets, between [two] 2 informed and willing parties, that is not made, wholly or in part, for the purpose of enabling the seller to avoid liability for violations issued by the department. A sale shall be presumed not to be an arm’s length transaction if it is:

1. A sale to an individual, or to a corporation or other business that is owned by the spouse, domestic partner, parent, grandparent, child or stepchild of any of the sellers, or is the direct descendent of a grandparent, the spouse or domestic partner of any of the sellers;
2. A sale to an individual or entity that has a business or financial interest in the seller; or
3. A sale to an entity in which any of the sellers has a business or financial relationship.

[b. “Permit”] Permit. The term “permit” means a written license and authorization to carry on specified activities as regulated by this subchapter or other applicable law enforced by the department.

[c. “Permittee”] Permittee. The term “permittee” means a natural person or other entity who holds a valid permit issued by the commissioner pursuant to this subchapter or other applicable law enforced by the department.

[d. “Person” means any individual, corporation, partnership, association, municipality, or other legal entity.

e. “Pet shop”] Pet shop. The term “pet shop” means a facility other than an animal shelter, as such term is defined in section 17-802, where live animals are sold, exchanged, bartered, or offered for sale as pet animals to the general public at retail for profit. [Such definition shall not include breeders who sell or offer to sell directly to consumers fewer than twenty-five dogs or cats per year that are born and raised on the breeder's residential premises.] Such definition shall not include duly incorporated humane societies dedicated to the care of unwanted animals that make such animals available for adoption, whether or not a fee for such adoption is charged. [A person who allows an animal shelter or animal rescue group, as such terms are defined in section 17-802 of chapter eight of this title, to use such person's premises for the purpose of making animals available for adoption shall not be deemed a pet shop as a result of such activity so long as such person does not have an ownership interest in any of the animals being made available for adoption, and does not derive a fee for providing such adoption services.]

§ 2. Paragraph 5 of subdivision d of section 17-373 of the administrative code of the city of New York is REPEALED and paragraph 6 of subdivision d of such section is redesignated paragraph 5.

§ 3. Section 17-1701 of the administrative code of the city of New York, as amended by local law number 53 for the year 2015, is amended to read as follows:

§ 17-1701 Definitions. [For the purposes of] As used in this chapter, the following terms have the following meanings:

[a. “Animal abuse crime”] Animal abuse crime. The term “animal abuse crime” has the same meaning as set forth in section 17-1601 [of this title].

[b. “Animal shelter”] Animal shelter. The term “animal shelter” has the same meaning as [such term is defined] set forth in section 17-802 [of chapter eight of this title].

[c. “Animal rescue group”] Animal rescue group. The term “animal rescue group” has the same meaning as [such term is defined] set forth in section 17-802 [of chapter eight of this title].

[d. “Class A license” means a class A license issued by the United States department of agriculture pursuant to the animal welfare act, 7 U.S.C. § 2131, et seq., or successor provision of law, and regulations promulgated thereunder.

e. “Class B dealer” means a person required to hold a class B license issued by the United States department of agriculture pursuant to the animal welfare act, 7 U.S.C. § 2131, et seq., or successor provision of law, and regulations promulgated thereunder.

f. “Convicted” means an adjudication of guilt by any court or administrative tribunal of competent jurisdiction, whether upon a verdict, a plea of guilty, or an order of adjudication withheld by reason of a plea of nolo contendere. For the purposes of this chapter, “convicted” shall also mean a plea of guilty on a charge of any crime in satisfaction of an accusatory instrument charging a defendant with an animal abuse crime where dismissal of such charge was not on the merits.

g. “Dealer” means a person required to have a license issued by the United States department of agriculture pursuant to the animal welfare act, 7 U.S.C. § 2131, et seq., or successor provision of law.

h. “Federal identification number” means a license or registration number issued by the United States department of agriculture pursuant to the animal welfare act, 7 U.S.C. § 2131, et seq., or successor provision of law, and regulations promulgated thereunder.

i. “Finally determined” means a determination of a federal, state or local government agency, where all rights to challenge such determination at available administrative tribunals and courts of law have been exhausted, or the time period within which such challenge may be filed has expired.

j. “Person” means any individual, corporation, partnership, association, municipality, or other legal entity.

k. “Pet shop”] Pet shop. The term “pet shop” has the same meaning as [such term is defined] set forth in section 17-371 [of subchapter nine of this title].

§ 4. Section 17-1702 of the administrative code of the city of New York, as amended by local law number 53 for the year 2015, subdivision a as amended by local law number 151 for the year 2023, and subdivision c as amended by local law number 54 for the year 2023, is amended to read as follows:

§ 17-1702 Sales of animals. a. [Any pet shop that displays, offers for sale, delivers, barter, auctions, gives away, transfers or sells any dog or cat shall obtain such dog or cat from a source that, as of the date such pet shop receives such animal, shall attest in a sworn affidavit that such source:

1. holds a valid and active class A license that has not been suspended at any time during the prior five years; and

2. has not received any of the following in connection with such license:

(a) a finally determined “direct” non-compliant item citation pursuant to 7 U.S.C. § 2131, et seq., and regulations promulgated thereunder at any time during the prior three years; or

(b) a finally determined citation for failure to provide inspectors access to property or records as required pursuant to 9 C.F.R. § 2.126, or successor regulations in either of the two most recent United States department of agriculture inspection reports; or

(c) three or more distinct finally determined non-compliant item citations pursuant to 7 U.S.C. § 2131, et seq., and regulations promulgated thereunder, other than citations for failure to provide inspectors access to property or records as required pursuant to 9 C.F.R. § 2.126, or successor regulations, in the most recent United States department of agriculture inspection report; or

(d) one or more finally determined repeat non-compliant item citations pursuant to 7 U.S.C. § 2131, et seq., and regulations promulgated thereunder, in the most recent United States department of agriculture inspection report; or

(e) a finally determined order to cease and desist, issued by an administrative law judge, at any time during the prior five years; or

(f) a finally determined order to pay a civil penalty, issued by an administrative law judge, at any time during the prior five years; and

3. has not been convicted of a violation of the minimum standards of animal care provided for in section four hundred one of the agriculture and markets law at any time during the prior five years; and

4. has never been convicted of an animal abuse crime prior to delivering such animal or animals into the custody of such pet shop.] Animals shall not be sold or held for sale in a dwelling in which a person lives or at any other location that is not licensed therefor.

b. [Notwithstanding subdivision a of this section, it shall be unlawful for any pet shop to display, offer for sale, deliver, barter, auction, give away, transfer or sell any dog or cat knowingly obtained from a class B dealer.

c.] It shall be unlawful for any pet shop to display, offer for sale, deliver, barter, auction, give away, transfer, or sell any dog, cat, rabbit, or guinea pig.

[d.] c. A pet shop that allows an animal shelter or animal rescue group to use such pet shop's premises for the purpose of making animals available for adoption shall not be deemed to be engaged in any conduct otherwise prohibited pursuant to this section with respect to such animals, provided such pet shop does not have an ownership interest in such animals. A pet shop shall not be deemed to be engaged in any conduct otherwise prohibited pursuant to this section with respect to animals it surrenders to a non-profit shelter or animal rescue group, so long as such pet shop does not derive a fee therefor.

§ 5. Sections 17-1703, 17-1704, and 17-1705 of the administrative code of the city of New York are REPEALED.

§ 6. The heading of section 17-1706 of the administrative code of the city of New York, as amended by local law number 53 for the year 2015, is amended to read as follows:

§ 17-1706 Exemptions for animal shelters and rescue partners.

§ 7. Section 17-1707 of the administrative code of the city of New York, as amended by local law number 80 for the year 2021, is amended to read as follows:

§ 17-1707 Violations and fines. [a.] Any person found in violation of any provision of this chapter[, other than subdivision c of section 17-1703 of this chapter,] or any provision of any rule promulgated thereunder, shall be subject to a civil penalty of [five hundred dollars] \$500 per day for each such violation. Each violation in connection with the sale of more than [one] 1 animal shall be deemed a separate violation with respect to each animal offered for sale. A notice of violation served pursuant to this section shall be returnable at the environmental control board or any tribunal established within the office of administrative trials and hearings as designated by the commissioner.

[b. Any person found in violation of subdivision c of section 17-1703 of this chapter or any provision of any rule promulgated thereunder shall be subject to a civil penalty of one hundred dollars per day for each such violation. A notice of violation served pursuant to this section shall be returnable at the environmental control board or any tribunal established within the office of administrative trials and hearings as designated by the commissioner.

c. Any person that violates subdivision c of section 17-1703 or any rules promulgated thereto shall not be subject to a civil penalty for a first-time violation if such person proves to the satisfaction of the department, within seven days of the issuance of the notice of violation and prior to the commencement of an adjudication of the violation, that the violation has been cured. The submission of proof of a cure, if accepted by the department as proof that the violation has been cured, shall be deemed an admission of liability for all purposes. The option of presenting proof that the violation has been cured shall be offered as part of any settlement offer made by the department to a person who has received, for the first time, a notice of violation of subdivision c of section 17-1703 or any rules promulgated pursuant thereto. The department shall permit such proof to be submitted electronically or in person. A person may seek review, in the office of administrative trials and hearings, of the determination that the person has not submitted proof of a cure within 15 days of receiving written notification of such determination.]

§ 8. This local law takes effect December 15, 2024, except that if it becomes law after such date, it is retroactive to and deemed to have been in effect as of December 15, 2024.



OFFICE OF THE MAYOR

CITY OF SYRACUSE, MAYOR SHARON F. OWENS

Memorandum

TO: Alexander Marion, MPA, City Auditor

FROM: Corey Driscoll Dunham, Deputy Mayor 

CC: Sharon Owens, Mayor
Syeisha Byrd, Commissioner of Parks
Mark Rusin, Chief of Police
Kevin Henry, Chief Operating Officer

DATE: April 10, 2026

RE: Administration Response to *Dog Daze: An Analysis of Syracuse's Dog Licensing, Sheltering, and Control*

Thank you for the opportunity to submit a response to the recommendations and findings contained within the report referenced above. The Administration takes its role in animal welfare seriously and is actively engaged in identifying ways in which the City can improve operations and model the best practices already in place in several municipalities. We look forward to the ongoing engagement with our partners, both internal and external to city government, and will continue to communicate as those efforts move forward. Thank you again for your time and attention in this matter.

Recommendation #1: Expedite Plans to Build and Operate New Municipal Animal Shelter

The Administration concurs with the recommendation and continues its effort to identify a location on which to house a municipal dog shelter. As the report notes, the City previously issued an RFP to solicit potential sites for a shelter, with little to no response. Following the recent increase in media attention generated by the City's ongoing contract negotiations with B&R Bunkhouse, a number of property owners have contacted the City with potential site options for a shelter. The City is currently exploring any viable options.

Recommendation #2: Improve Dog Licensing Compliance through Education and Awareness: Conduct an annual dog enumeration campaign.

The Administration welcomes strategies to increase education and awareness related to required licensing, including a potential "amnesty" to waive fees. The Administration will also discuss the resources that might be required for a dog enumeration campaign.

Recommendation #3: Enact Local Law to Curb Backyard Breeders

The Administration is open to and welcomes a dialogue with the Common Council on how a new or revised ordinance can address this concern.

Recommendation #4: Move all licensing revenue into accounts overseen by the Commissioner of Finance.

The Administration will undertake a review of how licensing revenue is currently handled and determine if any changes are warranted in accordance with the ordinance and best practices.

Recommendation #5 Improve Data Collection, Transparency Around Stray Animals

The Administration is in favor of increased data collection when possible. To that end we will confer with SPD to identify ways in which the City might better track calls related to stray animals. Notwithstanding, the Administration does not support a change in the reporting of strays to CityLine. Stray animal calls often constitute an emergency and/or require immediate action, which does not align with the type of requests included in the SYRCityLine app. The Administration believes these calls should still be submitted to 911 as the most appropriate venue.

Recommendation #6: Promote Resources for Dog Owners

The Administration is in regular contact with a number of animal welfare advocacy organizations and will continue to explore opportunities for partnerships.

Recommendation #7: Prohibit Unlicensed Dogs From Establishments That Serve Food

The Administration will take this recommendation under advisement, while acknowledging it may be difficult for the municipality to regulate private businesses in this regard as well as it poses a potential challenge for business owners to enforce.

Recommendation #8: With Leadership Transition At CNYSPCA, Develop A Relationship And Contract With Their Shelter For Mutual Overflow Populations

As noted above, the Administration is currently exploring several options for a municipally owned/operated shelter; this includes a potential partnership with the CNYSPCA. Ongoing need will in large part be determined upon the outcome of those efforts. To that end, the Administration welcomes all opportunities to address overflow as needed.

Recommendation #9: Remove Dog Control Officers From Syracuse Police Department And Move Them To The Department of Parks; Create A New Deputy Commissioner of Animal Control Operations To Oversee Shelter, Dog Control Programs

The Administration is engaged in ongoing conversations with SPD and the Department of Parks, Recreation & Youth Programs to review the current reporting structure for dog control officers. As you know, in 2020, the current structuring followed extensive conversations regarding the role and responsibilities of a dog control officer (entering private homes, removal of property, ensuring due process). It was determined that these efforts are more closely aligned with the experience and expertise of a police officer rather than a Parks employee who is often engaged in activities like swimming lessons, recreational sports and tree planting.

The Administration is currently reviewing the structure to determine whether changes are warranted,

and if so, whether the City's budget would allow for any such structural change.

Recommendation #10: Increase Unspayed/Unneutered Rate to \$100/Year + Fee; Increase "Altered" Rate to \$10+Fee. Provide Reduced Rate for Three-Year License.

The Administration is embarking on a citywide review of all fees to identify new or increased sources of revenue, and these fees will be included in that review.

Recommendation #11: City Should Require Spaying/Neutering of Any Animal Picked Up By Dog Control Before It's Released; Partner With Providers To Ensure Affordable Options

The Administration will take this recommendation under advisement and will discuss the implementation and feasibility of this requirement.

Recommendation #12: The City Should Publish Resources Available For Dog Owners

The Administration, in consultation with the Parks Department, will identify resources currently available on the City's website and whether the City is able to address any identified gaps in available information.

Recommendation #13: Regularly Host Adoption Events To Help Move Animals Out Of The City Shelter, Shelter Partners

The Administration supports this recommendation and will work with our Parks Department and our partners to identify ways in which the City can increase adoption efforts.



Office of the Syracuse City Auditor

Hon. Alexander Marion, MPA, City Auditor
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