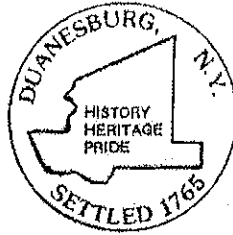


Roger Tidball, Town Supervisor
Jennifer Howe, Town Clerk
Brandy Fall, Deputy Town Clerk
William Reed, Highway Superintendent



John D. Ganther, Council Member
Charles Leoni, Council Member
Francis R. Potter, Council Member
Jeffrey Senecal, Council Member

Thursday December 12, 2019
Regular Town Board Meeting
Meeting Time: 7:00PM

Meeting called to order by Supervisor Tidball at 7:02PM

Present: Supervisor Tidball, Council Members Potter & Senecal, Town Clerk Jennifer Howe,
Town Attorney Teresa Bakner

Absent: Council Member Leoni & Ganther, Highway Superintendent Reed

Pledge of Allegiance

Prayer/Moment of Reflection offered by Pastor McHeard

Public Hearing: Local Law No. 3 of 2019 entitled "A Local Law enacting a temporary moratorium on Major Solar Energy Systems Authorized under Local Law 1 of 2016"

Supervisor Tidball motioned, seconded by Council Member Potter to open the floor for comments.

Motion carried, 3 ayes

Susan Biggs of Duanesburg Rd. read a statement (see attached).

Lynne Bruning of Duanesburg Rd. read a statement (see attached).

Tracy Boomhoomer of Greene County was asked to speak by other residents on how solar farms will affect values. She stated that it is too soon to determine how they will affect solar, but she suggests that no one wants to live by them.

Resident of Westerlo talked on how Westerlo enacted a moratorium and how they are working on their comprehensive plan.

Josh Barnes asked what we are looking at in regards to the law. Supervisor Tidball responded with we will look at the law from start to finish. The committee will comprise of board members, residents and anyone who wants to join.

Bob Berhard of Barton Hill Rd. encouraged the board to do at least a 6-month moratorium.

Wallace Johnson of Youngs Rd. stated that his property value has decreased because of solar farms and asked to be on the committee.

Charles Parker of Esperance Station rd. asked if he could video the town board minutes for the town to use.

Ted Loukidis of Alexander Rd. asked about the train of laws. Town Attorney Bakner responded with they will start back with Local Law 1 of 2016 and go from there. He also asked to be involved on the committee.

Ryan Bradt asked about the decommissioning plan. Supervisor Tidball stated that he can come by town hall and pick up a copy of Local Law 1 of 2016 at the Town Clerk's Office.

Supervisor Tidball motioned, seconded by Council Member Senecal to continue the public hearing until January 9th.

Motion carried, 3 ayes

Floor closed 7:33 P.M.

Resolution 152-19: Council Member Potter motioned, seconded by Supervisor Tidball to approve the Town Board Meeting minutes of Thursday, November 14, 2019.

Motion carried, 3 ayes

Resolution 153-19: Supervisor Tidball motioned, seconded by Council Member Senecal to approve the Special Town Board meeting minutes of Thursday, November 21, 2019.

Motion carried, 3 ayes

**Town Clerk, Jennifer Howe, read the Town Clerk's Report for November 2019 (see attached).
Supervisor, Roger Tidball, read the Supervisor's Report for November 2019 (see attached).**

Resolution 154-19: Council Member Potter motioned, seconded by Supervisor Tidball to pay the following claims:
Motion carried, 3 ayes

Vouchers to be Paid December 12, 2019

General Fund: #350-373	\$89,488.74
SD#1: #159-172	\$9,357.33
SD#2: #176-188	\$4,514.06
SD#3: #122-129	\$1,335.69
In-House: #23-24	\$165.00
Highway: #191-207	\$6,770.00

Total Vouchers to be Paid=	\$111,630.82
---------------------------------------	---------------------

Supervisor Tidball would like to thank Council Member Leoni for everything he has done for the board over the years. His service with the town has been greatly appreciated.

Highway: Council Member Potter reported that

Public Safety: Nothing to report.

Parks: Nothing to report.

Sewer District #1, 2 & 3: Council Member Senecal reported that they are just handling standard maintenance issues and have been cleaning out the digester tanks.

Technology: Supervisor Tidball reported that Spectrum is currently working on

Business Meeting:

Resolution 155-19: Council Member Potter motioned, seconded by Supervisor Tidball to authorize the supervisor to sign the annual agreement with Animal Protective Foundation of Schenectady, Inc.
Motion carried, 3 ayes

Resolution 156-19: Supervisor Tidball motioned, seconded by Council Member Senecal to appoint Christopher Shoemaker to the Planning Board as an alternate.
Motion carried, 3 ayes

Privilege of the Floor: Opened at 7:47 pm

Bill Park of 301 Maranatha Way asked for clarification on the board passed resolution to have a million-dollar surplus in the A fund only. Supervisor Tidball stated that he will be looking into having a policy for each fund.

Charles Parker of Esperance Station Rd. said that the town gets \$100,000 from the county for broadband. It is his understanding that we are only helping Spectrum and asked what we had left. Supervisor Tidball responded with \$115,000.

Susan Biggs of Duanesburg Rd. asked when the meeting for the solar moratorium vote would be. Supervisor Tidball responded with at the January 9th meeting.

Floor Closed: 7:58 pm

Supervisor Tidball motioned, seconded by Council Member Potter to adjourn the meeting.
Motion carried, 3 ayes

I, Jennifer Howe, Town Clerk of the Town of Duanesburg, so hereby certify that this is a true and accurate transcript of the Regular Town Board Meeting held on Thursday December 12, 2019 at the Duanesburg Town Hall, 5853 Western Turnpike, Duanesburg, New York 12056.

Duanesburg Town Board
December 12, 2019

Lynne Bruning
Duanesburg Road

I request my statement be recorded in the minutes of this meeting.

I request the Town Board accept a six-month moratorium on major solar development because the current law does not protect the Town or the residents.

Please consider the following suggestions to improve our solar law:

Notification

Major solar development impacts the entire community as well as residents that are within the view plane but might not live Duanesburg. We should follow the precedent from our Telecommunications Law adopted in 2001 and post a 32 square foot sign at the project site at the time of application.

Specifications

All components should be specified and cut sheets provided for the application record. A profit driven developer might choose to use a inferior solar panel that would make decommissioning difficult and expensive. Please pick up the phone tomorrow morning and start calling waste management companies to learn if any company in New York State accepts solar panels.

Decommissioning

The funds should be cash up front. A solar project could go bankrupt or fail to produce electricity at any time during the 30 year life span putting our Town in financial risk and leaving the neighbors with a junk yard next door. Get the cash up front.

Power Purchase Agreement (PPA)

The PPA should be required as an application document. It is possible that an unscrupulous developer could use New York State land and New York State subsidies

then sell the electricity to Massachusetts or Connecticut. If a developer is using our land and our money then we should be receiving the electricity.

Size, Density, Proximity

There should be a limit on how many, how close, and how large a major solar development can be. A property owner should not have to risk that they will be surrounded by solar panels.

NYRSERDA provides Towns throughout New York with guidelines. Their job is to reach a renewable energy goal set by the Governor. Their job is to get solar plants built. Please do not rely on NYSERDA boiler plates to protect our town.

Our Telecommunications Law set a precedent for how unsightly but necessary commercial projects are integrated into our community.

Why didn't you follow it?

Please adopt a moratorium;

Read the Telecommunication Law;

Set up a committee of residents and elected officials with a third party legal overview;
and

Amend Duanesburg's Solar Law.

What has happened to Mrs. Biggs should not happen to anyone else in Duanesburg.

We deserve better.

Town Board
December 12, 2019

Susan Biggs
Duanesburg Rd

Supervisor Tidball, Members of the Board and neighbors,

I request my statement be recorded in the minutes of this meeting.

I request a six-month moratorium be approved because the current law does not protect the Town or the residents. I ask the Board consider the following suggestions to strengthen our solar law:

1. Applicant's marketing materials should be filed with the Town. This information is presented to residents at public information sessions, is viewed on the applicants website and is likely to be presented to their investors. It is important that the Town know how the applicant is selling the project so that the marketing is in agreement with all other application documentation.

2. Board minutes need to reflect the content of the meetings and be posted on the website within two weeks from the meeting date as in accordance with the law. Current trend is for the Planning Board minutes to be a bare minimum that do not contain the details of the applications as discussed by the Board. Important items are omitted leaving the Town and residents questioning what was agreed to. Frequently the minutes are not posted within the required two week deadline. This puts the Town and the residents in a position of not knowing about important events.

For example tonights Public Hearing was not in the November 12th Town Agenda or the Planning Board November 21st Agenda. As of tonight the most recent Town Board minutes posted online are from November 7th and the Planning Board minutes are from September 19th. How are the residents supposed to know what is happening at Town Hall?

A simple solution would be to video record every meeting and post it on the website the next day. Video recording all meetings is the best method for accountability and transparency for the Town.

3. Project applications should be scanned to digital format and available on the Town website within two weeks. Duaneburg is 70 square miles and requiring the residents to come to Town Hall to read documents prevents the people from freely and fully participating in our governmental process. Paper files promote scatter bombing. Documents go missing. Pages are out of order. Duplicate files cause confusion. FOIL's cost money and time. Paper files lead to possible conflicts and lawsuits. Please go digital.

4. Notification when SEQRA begins should be posted on the proposed project site. During the SEQRA process it is illegal to disturb the site except for maintenance brushhogging. Having many eyes on a commercial development makes for strong community projects. The start and end dates for SEQRA should be posted on the Town website.

5 . Mandatory site visits within one month of application. Properties within 1000 feet of major solar developments should have a mandatory site visit within one month of application. This will allow adjacent property owners to know of proposed commercial projects and prevent lack of communication and notification during the application process. It also allows for the Board members to view the site and understand the application in greater detail.

Please adopt the proposed 6 month moratorium, establish a committee of residents, town representatives and a third party legal review to the amended solar law.

Thank you.

RESOLUTION OF THE TOWN BOARD

RESOLUTION NO. 155-2019

December 12, 2019

WHEREAS, the Town of Duanesburg may be required to seize animals pursuant to Article 7 of the Agricultural and Markets Law of the State of New York in the course of providing animal control services within the Town;

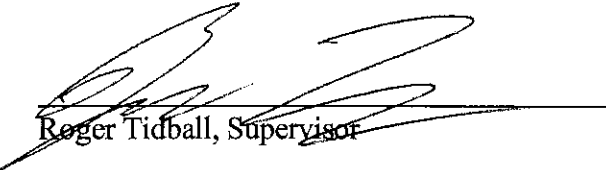
WHEREAS, Section 114(2) of the Agricultural and Markets Law allows the Town to contract for pound or shelter services with any incorporated humane society or similar incorporated dog protective association;

WHEREAS, the Town requires the pound and shelter services of the Animal Protective Foundation of Schenectady, Inc. (the "Foundation") and has determined to enter an agreement with the Foundation for such services (the "Agreement");

WHEREAS, a copy of the Agreement is attached hereto;

NOW, THEREFORE BE IT RESOLVED, that the Town Board approves the Agreement and the Town Supervisor is authorized to sign the Agreement;

By (unanimous/majority) vote of the Town Board of the Town of Duanesburg at its regular meeting of December 12, 2019.


Roger Tidball, Supervisor

Date

12/12/2019


Jennifer Howe, Town Clerk

Date

12/12/2019

Present: Supervisor Tidball, Council member Potter & Senecal

Absent: Council member Ganther & Leoni

Town Board Members:

Roger Tidball	<input checked="" type="radio"/> Yea	<input type="radio"/> Nay	<input type="radio"/> Abstain
John Ganther	<input checked="" type="radio"/> Yea	<input type="radio"/> Nay	<input type="radio"/> Abstain
Rick Potter	<input checked="" type="radio"/> Yea	<input type="radio"/> Nay	<input type="radio"/> Abstain
Jeff Senecal	<input checked="" type="radio"/> Yea	<input type="radio"/> Nay	<input type="radio"/> Abstain
Charles Leoni	<input type="radio"/> Yea	<input type="radio"/> Nay	<input type="radio"/> Abstain

**2020-21 ANIMAL CONTROL SHELTERING CONTRACT
BETWEEN THE TOWN OF DUANESBURG
AND
THE ANIMAL PROTECTIVE FOUNDATION
OF SCHENECTADY, INC.**

This Contract is made on the 12th of December, 2019 between the Town of Duanesburg (hereinafter referred to as the TOWN) and the Animal Protective Foundation of Schenectady, Inc. (hereinafter referred to as the FOUNDATION).

WHEREAS:

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

THEREFORE:

To the extent kennel space is available, and unless one of the disqualifying conditions stated in this agreement exist, the FOUNDATION shall shelter dogs presented it by the TOWN's dog control officers or authorized representatives of the TOWN, or residents of the TOWN where the owners of such dogs are in violation of Article 7 of the Ag & Markets Law. The FOUNDATION shall provide appropriate shelter, food and water for such dogs in its possession until redeemed by their owner or transferred to the FOUNDATION by the TOWN for adoption or otherwise disposed of pursuant to and as provided in Article 7 of the Ag and Markets Law.

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

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

Officers of the TOWN will be given twenty-four (24) hour access to the FOUNDATION's shelter lobby and incoming areas by use of security codes. It shall be the responsibility of the FOUNDATION to ensure that three (3) temporary holding kennels are available at the close of each business day. If, between the close of business and the next morning, an officer arrives with a dog and the temporary holding kennels are full, the officer shall utilize an alternate sheltering facility. The FOUNDATION will then notify the officer of the first available kennel so that the dog can be relocated to the shelter as soon as possible.

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

At the time any dog is delivered to the FOUNDATION by a dog control officer or law enforcement representative or resident of the TOWN, the FOUNDATION will hold the dog pending redemption by its owner pursuant to Article 7, Section 117 and 118. If the dog is brought in by a member of the public to the FOUNDATION's facility who claims to have found the dog within the corporate limits of the TOWN, the FOUNDATION shall immediately notify the dog control officer at the phone number designated in writing by

the TOWN and the dog control officer shall respond to the FOUNDATION within twenty-four (24) hours in person to complete the Dog Seizure and Disposition form. If the municipalities dog control officer does not respond within 24 hours, the FOUNDATION is authorized to complete the Dog Seizure and Disposition form on their behalf.

The TOWN agrees that its officers shall bring only healthy, sound dogs to the FOUNDATION. Any dog that appears to be dangerous, sick or injured, or exhibits any symptoms or behaviors listed in Appendix B shall be transported immediately to an emergency or veterinary clinic by the TOWN for evaluation. Once the veterinary service determines the dog is not dangerous or is sufficiently well to be sheltered, the FOUNDATION shall shelter the dog at the TOWN's request.

If veterinary services are required during the animal's redemption period at the FOUNDATION, the TOWN shall remain responsible for arranging such veterinary care as well as payment for veterinary services. The TOWN shall consult with the veterinarian and the FOUNDATION with respect to the level of care required, but the TOWN reserves the right to determine, in its sole discretion, the nature and extent of such veterinary care and services.

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

Application for the redemption of dogs during the stray hold periods pursuant to Article 7 of the Agriculture and Markets Law shall be processed through the office of the Town Clerk and any impoundment fees must be paid to the Clerk by the owner. The TOWN will retain any and all impoundment fees.

The FOUNDATION will permit redemption by the lawful owners of seized dogs, directly from the FOUNDATION's Shelter at 53 Maple Avenue, Glenville, New York when the Shelter is open to the public, provided that a Dog Seizure and Disposition form has been executed by the TOWN signifying that the dog is currently licensed and identified and the appropriate impoundment fee has been collected by the Town Clerk. A receipt for the amount collected, copy of the executed Dog Seizure and Disposition form and a copy of the dog license must be presented to the FOUNDATION by the lawful owner.

The TOWN agrees that in the case of any unredeemed dog, title to which has been forfeited to the TOWN, the FOUNDATION shall either euthanize the dog or make it available for adoption at the FOUNDATION or transfer it to another humane organization for adoption pursuant to the provisions of Section 118(7) of the Agriculture and Markets Law. The TOWN's obligation for expenses associated with the sheltering, care and treatment of any dog ends when the redemption period ends unless the parties agree that the dog shall be euthanized at that time. The TOWN shall then be responsible for only the cost of euthanasia and cremation. All adoption fees will be retained by the FOUNDATION.

Any animal that is deemed by the TOWN as "Dangerous" shall fall outside of this Contract and will only be sheltered by the Foundation on terms and for periods as the parties may jointly agree.

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

The FOUNDATION shall not be required to transport deceased animals to the FOUNDATION. Furthermore, the cost of cremating a deceased animal brought to the FOUNDATION by the TOWN shall be borne by the TOWN in accordance with the fee schedule in Appendix A.

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

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

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

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

In the case of a medical emergency or other circumstances (see Appendix B) requiring removal of an animal from the FOUNDATION, where the dog control officer or the TOWN's authorized representative cannot be contacted, the supervising officer on duty shall authorize a representative of the TOWN to immediately transport the animal to a veterinary/emergency clinic.

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

The FOUNDATION shall issue to the TOWN an invoice for a calendar month's charges incurred by the TOWN by the fifteenth (15th) of the following month. Invoices will be sent to the Town of Duanesburg, Attn: Town Supervisor, 5853 Western Turnpike, Duanesburg, New York 12056. The TOWN shall remit payment to the FOUNDATION within thirty (30) days of its receipt of an invoice.

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

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

Notwithstanding the prior terms hereof, the FOUNDATION by its Board of Directors reserves the right, on a thirty (30) day written notice, to terminate this Contract without cause or further responsibility on its part and similarly the Town Board of the Town of Duanesburg reserves its right to cancel this agreement on thirty (30) days written notice to the FOUNDATION.

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

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

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

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

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

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

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

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

The FOUNDATION will notify the TOWN in writing whether or not it intends to renew this Contract no later than thirty (30) days prior to the termination of this Contract. Any extension of this Contract shall be in the form of an amendment to this Contract or a new Contract incorporating the terms of this Contract; and shall be upon the same terms and conditions as herein set forth unless otherwise agreed in writing by both parties.

The terms of this Contract shall be for two years commencing on January 1, 2020 and ending on December 31, 2021.

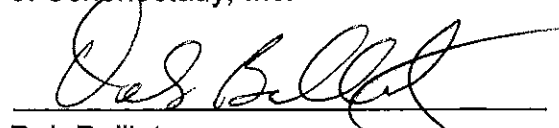
The undersigned parties to this Contract hereby acknowledge their approval of this Contract on the 12th day of December, 2019.

Town of Duanesburg


Roger Tidball
Town Supervisor

Date: 12/12/19

Animal Protective Foundation
of Schenectady, Inc.


Deb Balliet
Executive Director

Date: 11/15/19

Appendix A

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

Dogs - \$65/day

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

Euthanasia (requested by the TOWN) - \$100

Group Cremation* (including non-canine animals) - \$90

*Remains will not be returned

Appendix B

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

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

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

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

Conditions that may require veterinary evaluation or immediate emergency care:

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