



**Agreement between the
City of Peekskill and the
SPCA of Westchester, Inc.**

2026

AGREEMENT BETWEEN THE CITY OF PEEKSKILL AND SPCA OF WESTCHESTER, INC.

AGREEMENT effective from the first day of January 2026, to the last day of December 2026, between the City of Peekskill, a municipality existing in the State of New York, County of Westchester (the "Municipality") and SPCA of Westchester, Inc., a New York Not-for-Profit corporation (the "SPCA").

WHEREAS, the Municipality wishes to engage the SPCA for a period of one year to provide care and shelter for homeless and stray dogs and cats seized by dog control officers, animal control officers, police and other agents of the municipality,

NOW THEREFORE, the parties agree as follows:

1. The SPCA shall provide and maintain a shelter for seized, stray, and homeless dogs and cats and shall humanely care for animals brought to the SPCA under this Agreement.

2. Definitions.

(a) Animal control personnel, SPCA's humane law enforcement personnel, police, Peekskill trappers Susan Haywood & Laura Yakabowski and other representatives of the Municipality are "Municipal Agents".

(b) A stray is defined as a previously owned animal running at large that is friendly and safely handled by people.

(c) Animal hoarding is an accumulation of animals that has overwhelmed a person's ability to provide minimum standards of care. Those standards include nutrition, sanitation, shelter, veterinary care, and socialization. Cats and dogs are the most common victims in cases of animal hoarding, but reptiles and other small animals can also be subjected to a hoarding environment. Hoarding typically begins with just a few, unsterilized animals. Kept in close quarters, breeding can become unmanageable. In some cases, the animals are seized from a property with the help of law enforcement, but most cases result in the voluntary surrender of animals to the SPCA. Animal hoarding is a form of animal cruelty, even if the person hoarding the animals does not intend harm. Intervention is crucial for the well-being of the animals involved, and support for the individual can help prevent future hoarding situations. If ten or more animals are seized by Municipal Agents from one location, or brought by individual(s) to the SPCA from one location within the Municipality, those animals will be considered "Hoarded Animals" under this Agreement.

(d) A feral cat is a cat that has had little or no human contact during its natural life and cannot be handled within reasonable means. This population has been created and perpetuated by human failure to control the breeding of domestic household cats.

(e) TNR is the non-lethal Trap, Neuter and-Return method of dealing with feral cat populations, which method, when accompanied by ongoing feral cat management, is the most effective, humane method of controlling feral cat populations. Through TNR, cats are humanely trapped, sterilized and vaccinated for rabies. Cats that have been sterilized are ear tipped - one centimeter is removed from the tip of the left ear - to identify that they are part of a colony.

3. The SPCA will be open to receive animals from Municipal Agents from Monday thru Sunday from 8:30 a.m. to 4:00 p.m., exclusive of legal holidays. All seized dogs and cats brought to the SPCA by Municipal Agents in accordance with this Agreement will be held by the SPCA as prescribed by Agriculture & Markets Law Section 117(4). The SPCA will abide by the redemption time and procedures established by the Municipality, provided that the municipal redemption time and procedures are not in conflict with those times and procedures provided under the Agriculture & Markets Law. Upon the expiration of the redemption time, animals not returned to their owners will be made available for adoption. No animal will be euthanized for reasons of space or length of holding.

4. During the normal business hours in which the SPCA is open to the public, the SPCA, without charge and contingent upon space availability, shall take from an individual any stray cat or dog, licensed or unlicensed, found running at large in the Municipality and held by that individual for less than one week. If a person has harbored a stray animal for a period in excess of one week, that person will be regarded as the owner of the animal.

5. Hoarded Animals. SPCA will accept Hoarded Animals only to the extent they will not exceed the SPCA's capacity for care, as determined by SPCA.

6. The SPCA, without charge and contingent upon space availability, shall take from a resident of the municipality any stray cat or dog, licensed or unlicensed, found running at large in the municipality and held by the resident for less than one week. In the event a resident has harbored a stray animal for a period in excess of one week, the resident will be regarded as the owner of the animal. SPCA will provide a detailed Animal Activity Report to include a list of all stray animals turned into the SPCA by Peekskill residents along with a copy of the resident's license and a detailed description of the location where the stray was found.

7. As to any animal kept by a resident for a period longer than one week and notwithstanding such animal is deemed to be owned by the resident, the SPCA will take such animal into its care under the following conditions:

- a) that the Municipality has approved the intake, and the SPCA is in agreement that the animal is adoptable.
- b) that there is space available for the animal.
- c) that the resident has made an appointment to bring in the animal.

7. The SPCA, however, reserves its right to refuse to take an owned animal where the animal is subject to the following conditions:

- a) Advanced age**
- b) Illness or chronic health conditions**
- c) Pregnant**
- d) Injured in any way**
- e) History of bites or aggression**
- f) Failed behavior assessment**

8. The SPCA will provide veterinary care through its Cody's Clinic for strays brought to its shelter Monday through Friday from 8:30 a.m. to 4:00 p.m., by appointment only. The SPCA shall not be responsible for any veterinary bills for strays brought to a private veterinarian by a Municipal Agent or any other person.

9. The SPCA shall not be available for emergency services except in extreme situations and only if there are SPCA personnel available, and if such service is provided there will be a charge of \$100.00 to the Municipality for each such emergency call.

10. The SPCA shall not accept any cat deemed feral for the sole purpose of euthanasia otherwise known as the "catch and kill" method of population control. The SPCA has adopted and endorses the TNR method of dealing with feral cat populations and will only accept from the Municipality a cat deemed feral for the explicit protocols of Trap-Neuter-Return. The SPCA will provide feral cats with spay/neuter procedures and rabies vaccinations contingent upon the Municipality retrieving the animal within one business day and releasing it to the area in which it was found. For each feral cat brought to the SPCA for TNR the Municipality agrees to pay additional fees as follows:

- (a) \$70 for each female cat spay procedure***
- (b) \$70 for each male cat neuter procedure***
- (c) \$65 for euthanasia/cremation reserved only for cats who are suffering as the result of illness or injury where treatment or rehabilitation is not possible.**
- (d) Additional charges for treatment of sick or injured feral cats. For example:**
 - Cryptorchid Inguinal/Abdominal - \$40**
 - Pregnant - \$10**
- (e) If an animal is found to be altered, there will be a sedation fee of \$25 charged for said animals**

(f) The \$70 fee applies to all cats brought in on TNR day, regardless of if the cat is re-released or deemed to be adoptable and is accepted for intake at the SPCA

.fees include Rabies vaccination and ear notching

11. In consideration of the performance by the SPCA of the terms of this agreement the Municipality hereby agrees to pay the SPCA a one-time flat fee of \$450.00 per animal, which is brought to the SPCA by the City of Peekskill ACO, SPCA's Humane Law Enforcement Unit or personnel as defined on Page 1 of this agreement, Article 2(a). Billing will be generated on the 1st day of each month and will be based on the actual number of animals received in the preceding month.

IN WITNESS WHEREOF, the Municipality and the SPCA hereto have caused this Agreement to be executed by their duly authorized officers, as of the _____ day of _____, 202__.

Municipality:

SPCA:

City of Peekskill

SPCA of Westchester, Inc.

By: _____

By: _____

Name:

Name: Shannon Laukhuf

Title: Town Administrator

Title: Chief Executive Officer

STATE OF NEW YORK
ss.:
COUNTY OF WESTCHESTER

On the ____ day of _____ in the year 202__, before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public

STATE OF NEW YORK
ss.:
COUNTY OF WESTCHESTER

On the ____ day of _____ in the year 202__, before me, the undersigned, personally appeared **SHANNON LAUKHUF**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public