

**ELMORE SPCA, INC.
P.O. BOX 686
PERU, NY 12972**

DOG CONTROL CONTRACT AGREEMENT

This agreement, made this January 2015, pursuant to the provisions of Article 7 Section 117 of the Agriculture and Markets Law, by and between TOWN OF PERU, a municipal corporation having its principal office and place of business at 3036 Main Street, Peru, New York 12972, party of the first ("MUNICIPALITY"), and ELMORE SPCA, INC., a corporation in the State of New York, with office and place of business at 556 Telegraph Road, Peru, Clinton County, New York, party of the second part.

WITNESSETH:

WHEREAS, the MUNICIPALITY has the obligation to seize dogs pursuant to Agriculture and Markets Law (hereinafter LAW), Article 7 and Article 26 and to assure that the dogs are properly sheltered, fed and watered and the MUNICIPALITY desires to obtain the services of ELMORE SPCA to perform such services as required in Article 7 of the LAW for the redemption period specified; and

WHEREAS, ELMORE SPCA maintains a shelter for animals brought to it from residents and/or dog control officers of the MUNICIPALITY.

NOW THEREFORE, IT IS AGREED between the parties hereto as follows:

ARTICLE I

1. ELMORE SPCA, will provide and maintain a shelter for seized dogs; under Article 7, Section 117, Division 1, Subsections a, b, and c, excluding Subsection d – Section 123 which pertains to Dangerous Dogs (See Subsection d below in Article II). ELMORE SPCA will provide appropriate care for all dogs held in such shelter during the redemption period; and may make available for adoption, seized dogs not redeemed, as provided in Article 7 of Agriculture and Market Laws.
2. MUNICIPALITY agrees to deliver all such dogs to ELMORE SPCA, Inc. at 556 Telegraph Road, Peru, New York. The Dog Control Officer will have twenty-four hour access to the DCO room.
3. ELMORE SPCA will file and maintain complete records 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.
4. The MUNICIPALITY agrees that all animals suffering from illness or injury will be treated by a licensed veterinarian before being brought to ELMORE SPCA for holding. During the redemption period, any emergent/life-threatening occurrence not evident upon seizure will be the responsibility of the MUNICIPALITY, with the exclusion of injury or sickness directly related to improper custodial care provided by ELMORE SPCA. The MUNICIPALITY when responsible for veterinary care will provide transportation for said animal, and communicate diagnosis and treatment to ELMORE SPCA, if deemed appropriate.

5. The MUNICIPALITY's officers will complete intake forms provided by the ELMORE SPCA, or by the MUNICIPALITY, for each animal brought to the ELMORE SPCA. The MUNICIPALITY will provide all known information regarding the animal, including name and contact information for the animal's owner, if known.
6. ELMORE SPCA will permit redemption by the lawful owners of seized dogs during its posted hours of operation, directly from the SPCA's location. The owner must present proof of compliance for licensure from MUNICIPALITY, current rabies certification, and pay appropriate redemption fees at the time of redemption.
7. ELMORE SPCA will remit all fees imposed by the MUNICIPALITY in carrying out the provisions of this contract to the town/city clerk of the MUNICIPALITY. It is the responsibility of the MUNICIPALITY to annually notify ELMORE SPCA, in writing, of redemption and licensing fees, or updates to fees and changes to local dog control law, as they become effective.

ARTICLE II

When a dog is seized under Section 123 Dangerous Dog law, the MUNICIPALITY will pay fifteen dollars (\$15) per day for custodial care until final disposition from the courts. If a dog is ordered euthanized, the MUNICIPALITY will pay costs incurred. ELMORE SPCA shall assign the MUNICIPALITY any and all rights or claims it has against the owner for all costs incurred during confinement, as specified by this article, law, or court order. The MUNICIPALITY shall pay ELMORE SPCA within 30 days of remit date.

ARTICLE III

1. This agreement shall commence on the 1st day of January 2015, and shall continue to and include the 31st of December 2015. Notwithstanding the foregoing, either party shall have the right to terminate this contract with or without cause upon thirty (30) days written notice of such termination.
2. ELMORE SPCA, will provide the aforementioned services in consideration for the payment by the MUNICIPALITY in the sum of \$6,474.00.
3. MUNICIPALITY agrees to pay the aforesaid sum within 30 days of remit of the agreement.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE CAUSED THEIR CORPORATE SEAL TO BE HERE UNTO AFFIXED AND THIS AGREEMENT TO BE SIGNED BY THEIR DULY AUTHORIZED OFFICERS.

TOWN OF PERU

BY: 

DATE: 1/12/15

ELMORE SPCA, INC.

BY: 
Laurie Parsons, President

DATE: January 12, 2015



Elmore SPCA, Inc.

January 12, 2015

Mr. Peter Glushko and Town Board
Town of Peru
3036 Main Street
Peru, New York 12972

Dear Pete and Town Board,

The Elmore SPCA has updated its Dog Control Contract Agreement for the 2015 year. The contract reflects changes in the Ag and Markets law and clarifies some ambiguous language in previous contracts. Under Article III Dangerous Dogs, please note that a municipality is under no obligation to bring a dog deemed dangerous by a DCO to the Elmore SPCA. The law allows a municipality to utilize other appropriate placements.

If you have any questions, please feel free to contact Laurie Parsons, Board President, at laurie@elmorespca.org or call her at 572-6485.

Sincerely,



Carol M. Solari-Ruscoe
Secretary, Elmore SPCA Board of Directors