

Dog Control & Shelter Agreement

THIS AGREEMENT made pursuant to the provisions of Article 7 of the New York State Agriculture and Markets Law (hereinafter referred to as "Ag and Markets Law"), by and between the **TOWN OF LANSING**, a municipal corporation organized under the laws of the State of New York, whose mailing address is 29 Auburn Road, Lansing, NY 14882, party of the first part (hereinafter referred to as "Town"), and **COUNTRY ACRES PET SERVICES**, 5852 West Scott Rd., Homer, NY 13077, party of the second part (hereinafter referred to as "Country Acres").

WITNESSETH:

WHEREAS, the Town is mandated by Section 113 of Ag and Markets Law to appoint one or more Dog Control Officers for the purpose of assisting with the control of dogs within the Town of Lansing and Country Acres represents to the Town that they are able to fulfill the requirements of Dog Control Officer, the Town Board of the Town of Lansing hereby appoints Country Acres Pet Services as the Dog Control Officers for the Town of Lansing, and

WHEREAS, the Town is mandated by Section 114 of Ag and Markets Law to establish and maintain a shelter for the impoundment of stray and at-large dogs and Country Acres owns and operates a shelter for the care of dogs, the Town Board of the Town of Lansing hereby designates, identifies and establishes the shelter maintained by Country Acres Pet Services as the Town of Lansing Dog Shelter,

NOW, THEREFORE, in consideration of the mutual covenants, promises and agreements contained herein, Country Acres agrees to do the following:

1. a. To properly shelter, care, feed and water such dogs for the minimum redemption period required by the Agriculture and Markets Law;
- b. To make such dogs available for redemption by their owners for a period of time equal to or greater than the minimum redemption period.
- c. To make such dogs available for adoption for a period of time equal to or greater than the minimum redemption period, when said dog has not been redeemed by its owner.
- d. To process the license applications for those dogs being redeemed from Country Acres and to collect the appropriate fees for said licensing. The appropriate fees shall be the fee established by the Town.
- e. To collect from such owner any fees, charges or outstanding fines.

- f. To provide veterinary services for said dogs. As to any dogs which are sick or injured at the time the Town delivers said dogs to the Dog Control Officer for impoundment, said dogs shall be accepted for impoundment only upon the condition that the Town shall reimburse Country Acres for all veterinary and other services provided said dogs due to said sickness or injury with a maximum cost of \$200.00. In order for Country Acres to recoup the cost of said services provided to dogs injured or sick at the time of delivery to the Dog Control Officer, Country Acres will bill the Town directly.
 - g. To arrange for a veterinarian to euthanize any dog for which euthanization is necessary and legally authorized, and to arrange for the cremation of such dog. The cost of \$80.00 per dog euthanized will be billed directly to the Town.
 - h. To prepare, retain, and make available to the Town complete and accurate records concerning the care and disposition of all dogs cared for by the shelter hereunder as well as any expense and any fees collected.
2. The Dog Control Officer shall not accept for impoundment any dog which
 - a. Is in need of veterinary services, except in accordance with paragraph 1 (g),
or
 - b. Is not accompanied by the appropriate Dog Control Officers seizure report.
3. The Dog Control Officer shall accept from the Town any homeless, stray, abandoned, neglected, abused or any other dogs which are picked up in the Town. Country Acres will allow the Town access to the shelter.
4. The Dog Control Officer will represent the Town in prosecuting any necessary appearance tickets unless such matter is scheduled for hearing. In that event, the Town Attorney will be responsible for handling the prosecution of the matter and the Dog Control Officer will testify at said hearing, if determined necessary by the Town Attorney and/or the Town Justice. In the event a Dangerous Dog Proceeding is commenced; the Dog Control Officer shall notify the Town Attorney of the same.
5. The Dog Control Officer shall enforce the provisions of Town of Lansing Local Law #8 for the Year 2015, entitled "Licensing, Identification and Control of Dogs in the Town of Lansing."
6.
 - a. In consideration for the above-mentioned services and for maintenance of the shelter, the Town shall remit to Country Acres \$23,700 per year to be disbursed as \$1,975.00 per month.
 - b. No payments shall be made to Country Acres until a voucher has been audited and approved for payment by the Town Board.

- c. Nothing herein shall be deemed to prevent Country Acres from waiving the redemption fee otherwise payable by the owner of the dog.
- d. All of the collected fees collected for the Town will be submitted to the Town along with a monthly report stating all activities each month.
- e. It shall be understood that Country Acres and the Dog Control Officers will not be responsible for any dog enumerations; however, will help the enumerator gather any necessary information.
- f. All of the adoption fees collected by Country Acres will be retained by Country Acres and will not be submitted to the Town. These fees collected will be used to aid the adoptability of the dog seized from the said Town including but not limited to spay/neuter, micro-chipping and vaccinating.
- g. This contract will be valid beginning January 1, 2025 and will expire December 31, 2025.

Country Acres Pet Services
Lindsay Andersen, ACO
Suzie Tracy, Asst. ACO
5852 West Scott Rd.
Homer, NY 13077
(607)749-2734 Fax 749-4718

Town of Lansing
Town Supervisor