

Dog Control & Shelter Agreement

THIS AGREEMENT made this 1st day of January, 2025 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 MONTEZUMA**, a municipal corporation organized under the laws of the State of New York, whose mailing address is 8102 Dock St, Montezuma, NY 13117, party of the first part (hereinafter referred to as "Town"), and **Canine Cove LLC**, 6113 Franklin Road, Moravia NY 13118, party of the second part (hereinafter referred to as "Canine Cove").

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 **Montezuma** and Canine Cove represents to the Town that they are able to fulfill the requirements of Dog Control Officer, the Town Board of the Town of **Montezuma** hereby appoints Suzie Tracy, owner and sole member of Canine Cove as the Dog Control Officer and James Nalley as an uncompensated Deputy Dog Control Officer for the Town of **Montezuma**.

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 Canine Cove owns and operates a shelter for the care of dogs, the Town Board of the Town of **Montezuma** hereby designates, identifies and establishes the shelter maintained by Canine Cove as the Town of **Montezuma** Dog Shelter.

NOW, THEREFORE, in consideration of the mutual covenants, promises and agreements contained herein, Canine Cove and the Town do hereby agree as follows:

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 equal to or greater than the minimum redemption period.
- c. To make such dogs available for adoption for a period equal to or greater than the minimum redemption period, when said dog has not been redeemed by its owner.

d. To accept license applications for those dogs being redeemed from Canine Cove and to collect the appropriate fees for said licensing. The appropriate fees shall be 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 Canine Cove for all veterinary and other services provided said dogs due to said sickness or injury with a maximum cost of \$100.00 per calendar year. Canine Cove would bill Town directly.

g. To arrange for humane euthanasia and cremation for an unadoptable dog if not redeemed by its owner after the redemption period. A charge of \$100.00. This will be at the discretion of Canine Cove and billed to the Town directly.

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 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.

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 **Montezuma** Local Dog Law.

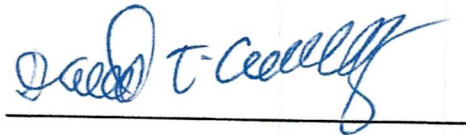
6. a. In consideration for the above-mentioned services, the Town will pay Canine Cove LLC and will receive a yearly salary of \$9600.00 (billed monthly at \$800.00 a month) from the Town of **Montezuma**.

b. No payments shall be made to Canine Cove until a bill has been approved for payment by the Town Board.

- c. All license fees along with a license application collected by Canine Cove will be submitted to the Town with the monthly report.
- d. All adoption and redemption fees will be retained by Canine Cove. These fees collected will be used for maintaining shelter and to aid dogs in adoption. Including but not limited to spay/neuter, vaccinations, medications and microchipping.
- e. It shall be understood that the Dog Control Officer will not be responsible for any dog enumerations; however, will help the enumerator gather any necessary information.
- f. This Agreement will be valid until a 30-day termination notice is given by either party.

Suzie Tracy

Canine Cove LLC
Suzie Tracy DCO
(315)224-3110 cell



Town of Montezuma

