



Galaxy
*"2022 Abandoned,
injured, municipal dog"*

December 14, 2022

Town of Plattsburgh
Supervisor Michael Cashman and Town Board
Town of Plattsburgh
115 Banker Road
Plattsburgh, New York 12901

Dear Supervisor Cashman and Town Board Members:

Your 2023 dog control contract agreement is attached. We know that the limitation of available space for services required under Subsection d – Section 123 for Dangerous Dogs remains a weakness in our contractual services offerings; unfortunately, due to economic challenges faced in 2022 we were unable to secure the needed funds for this important project. We will continue to seek out a resolution to this high priority service shortfall.

Please note that Elmore has made some recent staffing adjustments, the new point of contact is our Executive Director, Becki Moss-Patnode. Becki's Cell contact number is 518.565.7111. We will post these numbers in our DCO room for your dog control officers, but you may wish to share this information with them as well.

Thank you for your continued support of the Elmore SPCA. We appreciate your commitment to bring stray dogs to our shelter, where quality custodial care is our highest priority, as they await reunion with their owners, or are made available for adoption into caring homes.

New York State Agriculture and Markets law requires that we hold a copy of this signed contract at our shelter for their inspection. Please be sure to return a signed copy with your remittance.

If you have any questions, please feel free to contact me at 518-572-6485/laurie@elmorespca.org or our board secretary, Carol Solari-Ruscoe, at 518-534-3484/carol@elmorespca.org.

Sincerely,

Laurie Parsons
President, Elmore SPCA Board of Directors



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

DOG CONTROL CONTRACT AGREEMENT

This agreement, made this January 2022, pursuant to the provisions of Article 7 Section 117 of the Agriculture and Markets Law, by and between Town of Plattsburgh, a municipal corporation having its principal office and place of business at 115 Banker Road , 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 MUNICIPALITY seizes a dog under Section 123 Dangerous Dog law by, if safe shelter holding space is available, the MUNICIPALITY, would pay twenty-five dollars (\$25) 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 2023, and shall continue to and include the 31st of December 2023. 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 \$6,800.
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 Plattsburgh
BY: _____

DATE: _____

ELMORE SPCA, INC.
BY: Laurie Parsons
Laurie Parsons, President

DATE: 12/14/22