

THIS AGREEMENT, made this 27<sup>th</sup> day of November 2023, pursuant to Sections 114 and 115 of the Agriculture and Markets Law of the State of New York,

BETWEEN TRI-LAKES HUMANE SOCIETY, INC., a not-for-profit corporation organized and existing under and by virtue of the laws of the State of New York, having its principal office for the conduct of business in the Village of Saranac Lake, County of Franklin, New York, hereinafter designated as the party of the first part, and THE TOWN OF SANTA CLARA, a municipal corporation of the State of New York, situated in the County of Franklin, New York, hereinafter designated as the party of the second part,

WITNESSETH,

WHEREAS the party of the first part is an incorporated humane society, such as is defined in Sections 113 and 114 of the State of New York Agriculture and Markets Law as amended, and

WHEREAS the party of the first part is desirous of providing Dog Control Officer and pound or shelter services as described in Sections 113 and 114 of the State of New York Agriculture and Markets Law as amended, and

WHEREAS the party of the second part wishes to engage the party of the first part to provide said services and the party of the first part wishes to render such services to the party of the second part,

NOW THEREFORE, in consideration of the premises and ONE DOLLAR (\$1.00) lawful currency of the United States of America, paid to the party of the first part, the receipt whereof is hereby acknowledged, and other good and valuable consideration, IT IS AGREED AS FOLLOWS:

1. That the party of the first part shall provide dog control officer services within the territorial area or bounds of the party of the second part, to include:

- a) Pick up of unlicensed dogs and transport the same to dog pound or shelter if such dogs are required to be licensed;
- b) Retrieve injured dogs;
- c) Investigate complaints of dog bites;
- d) Recover and transport to the dog pound or shelter all dogs not wearing a collar and I.D. tag, which dogs are not on the owners own premises, if the appropriate statutes mandate that said dogs wear a collar and I.D. tag; and
- e) Issue summonses or appearance tickets with regard to unlicensed and/or dangerous dogs.

2. That the party of the first part will provide shelter services to the party of the second part at its shelter on Lapan Highway in the Village of Saranac Lake, New York in accordance with the requirements of Sections 114 and 115 of New York Agriculture and Markets Law, as amended.

3. That the party of the second part shall pay to the party of the first part the sum of \$920.00 for 2024.

4. Said sum will be paid in one lump sum on the first business day of the New Year.

5. The term of this agreement shall be for one (1) year commencing on the first day of January 2024 and expiring on the 31st day of December 2024.

6. The Town of Santa Clara agrees to the current adoption fees, as posted at the Tri-Lakes Humane Society.

7. Dog census is not included in the above sum.

TOWN OF SANTA CLARA

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Supervisor

TRI-LAKES HUMANE SOCIETY

By: \_\_\_\_\_ Date: \_\_\_\_\_  
President



