



TOWN OF HORNELLSVILLE 2024 CONTRACT

CONTRACT FOR DOG CONTROL SHELTER SERVICES

This Agreement made this 1st day of January 2024, pursuant to section 115 and 116 of the Agriculture and Markets Law of the State of New York, by and between the Town of Hornellsville, a Municipality Corporation in the State of New York, hereinafter referred to as the Municipality, and the Hornell Area Humane Society, a Non-For-Profit Corporation having its principle place of business at 7649 Industrial Park Rd, in the Town of Hornellsville, County of Steuben and State of New York, hereinafter referred to as the Society.

NOW, THEREFORE, in consideration of the premises and the mutual promises and covenants and undertakings herein set forth for the good and valuable consideration, the parties hereto agree as follows:

1. The Society, through its duly appointed agents and employees within the corporate limits of the Municipality, will carry out the duties and responsibilities Dog Control Officer in the enforcement of the provisions of article VII of the Agriculture and Markets Law of the State of New York, and any other rules and regulations promulgated pursuant thereto; and in the enforcement of the provisions of the Code of Ordinances of the entire Town of Hornellsville, Steuben County, New York, including Villages within the Town.
2. The Society will provide and maintain a shelter for seized dogs, and will properly care for all such dogs in such shelter and will humanely euthanize or make available for adoption seized dogs not redeemed as provided in article VII of the Agriculture and Markets Law. Such shelter shall at all times during the term hereof be under the care or charge of a competent employee and shall be open to the public on a daily basis, except legal holidays, Sundays, and Mondays.
3. The Municipality shall pay an annual fee of \$9,000.00 to the Society, to be paid on or before January 1, 2024.
4. The charges for services rendered as above shall be submitted to the Municipality by proper statement and voucher and thereafter upon receipt, promptly paid by the Municipality on a monthly basis. All redemption fees are to be paid to the shelter by the owner and retained by it, The redemption fee is set at \$60.00



5. The Municipality agrees to hold the Society harmless for any liability arising from this agreement, gross negligence of the Society excepted, and the Municipality further agrees to indemnify the Society for any claims made in connection with this Agreement.
6. Town of Hornellsville residents may license their seized dogs at the Hornell Area Humane Society using tags and fees provided by the Town Clerk. The HAHS will send the payment and owner information to Town Clerk thereafter.
7. The Society will follow the provisions of Article VII of the Agriculture and Markets Law and any rules or regulations promulgated pursuant thereto in relation to the seizure, holding, care, redemption and disposition of seized dogs.
8. The Society shall have the right and option to retain any dog longer than five (5) days at the discretion of the Society, notwithstanding Section 118 of the Agriculture and Markets Law.
9. If a dog(s) is court ordered to be held, the Society will NOT offer this service to the municipality as part of the Contract. It will be the owners responsibility to arrange and pay for the services.
10. This Agreement shall commence on the 1st day of January 2024 and continue and include the last day of December 2024.

Town of Hornellsville, New York

By: _____

Daniel Broughton, Town Supervisor



Hornell Area Humane Society, New York

By: *Sandra Rapp*
Sandra Rapp, Executive Director

STATE OF NEW YORK
COUNTY OF STEUBEN

On this 23 Day of January, Two Thousand and Twenty-~~Four~~ before me, the subscriber, personally appeared Danny Broughton, known to be the Supervisor of the Town of Hornellsville, who executed the within instrument and that said instrument was executed and the seal affixed thereto by the Order of the Town of Hornellsville.

Notary Public:

Carolyn J. Campbell
My Commission Expires: June 21, 2024

CAROLYN J. CAMPBELL
Notary Public, State of New York
No. 01CA6188264
Qualified in Steuben County
My Commission Expires June 21, 2024

STATE OF NEW YORK
COUNTY OF STEUBEN

On this 31st Day of January, Two Thousand and Twenty-~~Four~~ before me, the subscriber, personally appeared Sandra Rapp, to me now, who being by me duly sworn, did depose and say: That she lives in the Town of Canisteo, New York, and that she is the President of the Hornell Area Humane Society, the Non-For-Profit corporation described in and which executed the instrument; that she knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was affixed by order of the Board of Directors of the said Not-For-Profit corporation, and that she signed her name thereto by like order.

Notary Public:

Gail J. Geffers
My Commission Expires: Oct 23, 2026

GAIL J. GEFFERS
Notary Public, State of New York
No. 01GE6154190
Qualified in Steuben County
Commission Expires Oct. 23, 2026