



TOWN OF HARTSVILLE 2026 CONTRACT

CONTRACT FOR DOG CONTROL SHELTER SERVICES

This Agreement made this 1st day of January 2026, pursuant to section 115 and 116 of the Agriculture and Markets Law of the State of New York, by and between the Town of Hartsville, a Municipal 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 of 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 Town of Hartsville, Steuben County, New York.
2. The Society will provide and maintain a shelter or pound 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 and Sundays and Mondays.
3. 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.
4. The Society shall have the right and option to retain any dog longer than three (3) days at the discretion of the Society, notwithstanding Section 118 of the Agriculture and Markets Law.



5. The Society will file and maintain a complete record of any seized dog and subsequent disposition of any seized dog in the manner prescribed by the Commissioner of Agriculture and Markets as well as any other records required by Article said Agriculture and Markets Law.
6. The Municipality shall pay an annual fee of \$1000.00 to the Society, to be paid on or before January 31, 2026. That amount shall be for a maximum of five (5) service calls/dogs received. It is agreed that each additional call/dog received over five (5), the Town of Hartsville will pay the Society an additional \$200.00 per call.
7. The charges for services rendered after the maximum five (5) service calls shall be submitted to the Municipality by proper statement and voucher and thereafter upon receipt, promptly paid by the Municipality on a monthly basis at \$200.00 per call.
1. Any and all impound and redemption fees shall be paid directly to the Society. The redemption fee is set at \$60.00.
2. The parties agree that any dog delivered to the shelter pursuant to this agreement shall be boarded and/or disposed of according to the instructions on the receipt for the dog, except that the Society may lengthen the number of boarding days without further cost to the Municipality, for the purposes of possible disposition of the dog by adoption or otherwise, pursuant to paragraph seven (7) herein above.
3. 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.
4. This Agreement shall commence on the 1st day of January 1, 2026 and continue and conclude the last day of December 2026.



David Gerhard
David Gerhard
Town Supervisor, Town of Hartsville

Alexandra Howard
Alexandra Howard
Executive Director, Hornell Area Humane Society

STATE OF NEW YORK
COUNTY OF STEUBEN

On this 19 Day of December, Two Thousand and Twenty5, before me, the subscriber, personally appeared David Gerhard known to be the Supervisor of the Town of Hartsville, who executed the within instrument and that said instrument was executed and the seal affixed thereto by the Order of the Town of Hartsville.

Notary Public:

Victoria S. Harrison

VICTORIA S. HARRISON
Notary Public, State of New York
Qualified in Steuben Co. #01HA6036166
My Commission Expires 11/5/2029

STATE OF NEW YORK
COUNTY OF STEUBEN

On this 26th Day of December, Two Thousand and TwentyFive, before me, the subscriber, personally appeared Alexandra Howard, to me now, who being by me duly sworn, did depose and say: that she is the Executive Director 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:

Karen D. Stevens

KAREN D STEVENS
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01ST4866758
Qualified in Steuben County
Commission Expires August 04, . 2024