

**Agreement between Town of Windsor and the
Broome County Humane Society & Relief Association**

THIS AGREEMENT made on June 23, 2024, between Broome County Humane Society, with its principal place of business located at 167 Conklin Ave., Binghamton, NY 13903 (hereinafter referred to as "BCHS") and the Town of Windsor, a municipality incorporated pursuant to New York State General Municipal Law, with its principal place of business located at 124 Main Street, Binghamton, NY 13865 (hereinafter referred to as "the Municipality").

WHEREAS, pursuant to Agricultural and Markets Law, Article 7, the Municipality is required to provide certain dog control services, including but not limited to licensing, seizure, impoundment, and boarding of unlicensed dogs or emergency boarding (hereinafter referred to as "dog control services"); and

WHEREAS the Broome County Humane Society Board of Directors authorized an agreement with the Municipality, pursuant to Agriculture and Markets Law, Article 7, for BCHS to provide dog control services to the Municipality; and

THEREFORE, in consideration of the mutual covenants and promises contained herein, BCHS and the Municipality agree as follows:

1. BCHS shall maintain a dog shelter located at 110 Cutler Pond Road, Binghamton, New York 13905, pursuant to Agriculture and Markets Law, Article 7, and shall board dogs seized within the Municipality's jurisdiction through an authorized Dog Control Officer. BCHS's duties with respect to the shelter and boarded animals shall include the following:

- a. Shelter, care for, feed, and provide water to seized dogs for the redemption period outlined in Agriculture and Markets Law §§ 117 [4] and [6]. The Municipality may establish a different redemption period pursuant to Agriculture and Markets Law § 117 [8], which shall become binding upon BCHS upon written notice of such local law. Any such local law shall be incorporated into this

Agreement by written amendment. The Town of Windsor hold period shall be five (5) business days. Dog control will have 24 hour access to the Shelter.

b. Exercise reasonable diligence to notify the owner of any seized dog and facilitate the return of such dog to its rightful owner pursuant to Agriculture and Markets Law § 117. Dog owners shall remain responsible for all fees incurred pursuant to Agriculture and Markets Law, Article 7, including but not limited to boarding, vaccinations, veterinary treatment, and medical care associated with harboring the dog.

c. At the expiration of the redemption period, BCHS may transfer unredeemed dogs to the BCHS Adoption Center located at 167 Conklin Avenue, Binghamton, New York 13903 for adoption or, in its discretion, euthanize any unredeemed or unadoptable dog in accordance with applicable law. Ownership of the animal shall transfer to BCHS upon expiration of the redemption period, thereby releasing the Municipality from custody responsibility. BCHS shall notify the Municipality of any adoption and provide relevant information at the time of quarterly invoicing and/or upon request. BCHS shall retain all adoption fees and other associated adoption proceeds.

d. Work cooperatively with rescue organizations and nonprofit organizations for the safe and humane disposition of unredeemed or unadoptable animals, at BCHS's discretion and without additional fee to the Municipality.

e. Collect the fees set forth in the following fee schedule for redemption and boarding services.

Fee Schedule

Description	Amount
Base Redemption	\$50.00
Extra Cost per Day – After Day 1	\$10.00
Redemption Credit to Municipality	\$20.00
Base Redemption Fee for 2nd Occurrence Within 1 Year	\$60.00
Extra Cost per Day – After Day 1	\$10.00

Redemption Credit to Municipality	\$30.00
Base Redemption Fee for 3rd Occurrence Within 1 Year	\$70.00
Extra Cost per Day – After Day 1	\$10.00
Redemption Credit to Municipality	\$40.00

A portion of the redemption fee shall be returned or credited to the Municipality when a dog is redeemed by its owner. Such credit is intended to offset costs incurred by the Municipality in connection with redemption procedures.

No payments shall be made by the Municipality until BCHS submits a properly itemized and signed invoice that has been reviewed and approved for payment by the Municipality. Payments for stray dogs delivered to BCHS by the Municipality's Dog Control Officer(s) shall be made at a rate of Two Hundred Fifty Dollars (\$250.00) per stray dog and shall not exceed Seven Thousand Dollars (\$7,000) per calendar year during the term of this Agreement.

2. The Municipality shall be responsible for ensuring that all dogs within its jurisdiction are properly licensed and for collecting all applicable licensing fees.

3. BCHS shall maintain commercial general liability insurance in amounts customary for organizations providing animal shelter and boarding services and shall provide proof of such coverage to the Municipality upon request.

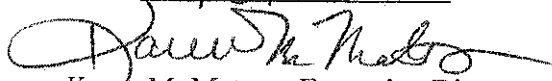
4. The Municipality shall indemnify and hold harmless BCHS against any claims, losses, suits, damages, or liabilities, including reasonable attorney's fees, arising from the negligent acts or omissions of the Municipality, its officers, agents, or employees, including but not limited to failure to provide accurate information regarding dog ownership, seizure circumstances, or injuries sustained during seizure and transport of animals to BCHS. BCHS shall indemnify and hold harmless the Municipality against any claims, losses, suits, damages, or liabilities, including reasonable attorney's fees, arising from the negligent acts or omissions of BCHS, its officers, agents, or employees in

connection with the care, custody, boarding, adoption, transfer, or disposition of animals under this Agreement.

5. Any amendment to this Agreement shall be in writing and executed by both parties.
6. Neither party may assign this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld.
7. If any provision of this Agreement is deemed unenforceable or invalid, the remaining provisions shall remain in full force and effect.
8. This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements, understandings, or representations, whether written or oral.
9. Failure of either party to strictly enforce any provision of this Agreement shall not constitute a waiver of such provision or the right to enforce it at a later time.
10. The term of this Agreement shall commence on July 1, 2026 and continue through December 31, 2028.

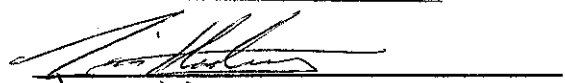
IN WITNESS WHEREOF, the parties have executed this Agreement on the dates written below.

Date: 6/23/26



Karen M. Matson, Executive Director
Broome County Humane Society

Date: 6/23/26



Tim Harting
Town of Windsor, Supervisor

