

WARWICK VALLEY HUMANE SOCIETY INC.
CONTRACT TO PERFORM SERVICES FOR THE
TOWN OF CHESTER
- 2024 -

RECEIVED
CC: TS, TB(ea)
JAN 24 2024 PD,
TOWN CLERK
CHESTER, NEW YORK

THIS AGREEMENT, made the first day of January 2024 pursuant to the provisions of Section 128 of the Agriculture and Markets Law, by and between the TOWN OF CHESTER, a municipal corporation of the State of New York, with principal offices at 1786 Kings Highway, Town of Chester, Orange County, New York, party of the first part, and WARWICK VALLEY HUMANE SOCIETY, INC., membership not for profit corporation of the State of New York, with principal offices at 48 Public Works Drive, Warwick, New York and mailing address of P.O. Box 61, Town of Warwick, Orange County, State of New York, party of the second part – Federal E.I.N. 14-1506519.

WITNESSETH

That the party of the second part, in consideration of the payment to it by the party of the first part of the sum to be paid in the manner and at the times hereinafter described, hereby covenants and agrees that:

Warwick Valley Humane Society, Inc. during the term hereof shall perform the following services on behalf of the Town of Chester:

1. Seize and impound all unlicensed and dangerous dogs in the Town of Chester
(except dogs under the age of 4 months which are not at large) and may serve appearance tickets relative to the control of dogs in accordance with State and Local Laws.
2. Warwick Valley Humane Society, Inc. shall be available **Monday through Sunday 9:00 a.m. to 4:00 p.m.** Animal Control Officers will be available for emergency service for incidents involving injured animals, or menacing dogs or at large dogs during adverse weather conditions 24 hours/day.
3. Warwick Valley Humane Society, Inc. will properly care for all animals in the animal shelter, and the shelter will be under the care and charge of a competent employee. The animal shelter will be open to the public by appointment, Monday through Sunday, a minimum of 28 hours per week so as to be of service to the general public, except for posted legal holidays, and

when necessary to close for adverse weather conditions, emergencies, fundraising or shelter improvements.

4. Fees and documents for all new licenses issued and/or impoundment fines shall be submitted to the Chester Town Clerk on a monthly basis.
5. Warwick Valley Humane Society, Inc. will enumerate all dogs in the Town of Chester, under the direction of the Town Clerk, not less than eight (8) hours per month. The Chester Town Clerk will designate areas to be enumerated and will also furnish Warwick Valley Humane Society, Inc. with the appropriate forms for enumeration purposes. A list of the dogs enumerated will be furnished to the Chester Town Clerk upon each completion. Incomplete monthly enumeration hours are to be made up as directed by the Town Clerk.
6. Animal Control Officer attendance at Court for Town of Chester for local and State dog ordinance violations, dangerous dog hearings and animal cruelty cases shall be counted as enumeration time and reported on the monthly report.
7. Any dog which shall have been judicially declared dangerous, in accordance with Section 121 – Article 7 of the New York State Agriculture and Markets Law, shall be handled in accordance with said law, however:
 - in the event the dog is judicially ordered to be held by Warwick Valley Humane Society, Inc., the “dangerous dog boarding fee” surcharge to the Town of Chester will be \$30.00 per day; and
 - upon appropriate court order, Warwick Valley Humane Society, Inc. will humanely dispose of dangerous dogs, pursuant to and as provided in Section 114 of the Agriculture and Markets Law and all medical, euthanasia and cremation fees are the responsibility of the dog owner and shall be judicially ordered to be paid by the owner of the dog to Warwick Valley Humane Society, Inc.

8. Warwick Valley Humane Society, Inc. agrees to hold harmless and indemnify the Town of Chester for any claim or loss arising from the acts or omissions of the Warwick Valley Humane Society, Inc., its members, employees, agents or contractors. The term "acts or omissions" shall include those acts or omissions committed while performing the duties outlined in this Contract, including the operation of any motor vehicle owned, leased or under the control of Warwick Valley Humane Society, Inc.

Warwick Valley Humane Society, Inc. shall, prior to the commencement hereof, supply the Town of Chester with evidence of liability coverage in an amount of not less than \$1, 000,000 per occurrence.
9. Warwick Valley Humane Society, Inc. shall at all times maintain workman's compensation insurance. Warwick Valley Humane Society, Inc. shall indemnify and hold harmless the Town of Chester from all claims for medical expenses, loss of wages, compensation, benefits or other claims arising from by reason of the injury to or death of or illness of an employee, member, agent or contractor of Warwick Valley Humane Society, Inc. Warwick Valley Humane Society, Inc. will comply with all applicable provisions of the Public Health Law of the State of New York and, in particular, Section 505 during the term of the agreement.
10. In consideration of the performance by Warwick Valley Humane Society, Inc. of the described services, the Town of Chester shall remit the sum of \$ 3634.00 per month, payable at the end of each month of the term hereof or any extension. The Town shall be entitled to a credit of twenty-five dollars (\$25.00) for any services and/or reporting services called for in this agreement which are not performed by the Warwick Valley Humane Society, Inc. due to staffing problems or for any other cause with the exception of the monthly enumeration hours.

The Town shall be entitled to a credit of twenty-five dollars (\$25.00) for the transport of any

animal during the hours of service called for in this agreement to the Warwick Valley Humane Society, Inc. for which the Warwick Valley Humane Society was unable to respond to the call out.

11. The Town of Chester agrees to provide \$1,000.00 for the SNR (Spay-Neuter-Return) program to be managed by the Warwick Valley Humane Society.

Spay/neuter services, which include a rabies vaccination, will be provided by The Animal Rights Alliance (T.A.R.A.) mobile clinic whereby Chester residents, with proof of residency, shall obtain the \$20.00 certificate per cat from the Warwick Valley Humane Society prior to surgery as full payment. The balance of the surgery fee in the amount of \$30.00 per cat will be paid from the SNR program. Warwick Valley Humane Society will submit a voucher to the Town of Chester with T.A.R.A.'s invoices.

12. Warwick Valley Humane Society will impose and collect a \$25.00 per diem boarding fee after the 1st twenty-four-hour period of impoundment to be used for the care (cleaning, feeding, medicating if required by a veterinarian) of the owned dog until redeemed on or before the 5th day of impoundment. As per NYS Agriculture and Markets Article 7, section 118 (7) an owner shall forfeit title to any dog unredeemed at the expiration of the redemption period. Boarding fees to be paid by the owner whether redeemed or forfeited.

13. This agreement shall relate back to and be deemed effective January 1, 2024, and shall be terminated as of midnight December 31, 2024. This Contract supersedes the Warwick Valley Humane Society, Inc. Contract to Perform Services for the Town of Chester – 2023 and any other agreements previously entered into between the parties.

14. This agreement shall renew for consecutive monthly terms until canceled by either party hereto.

15. Either party may cancel this agreement on or after November 1, 2024, upon 60 days written notice to the other of such intention which notice shall be delivered by certified mail return receipt at the address for each herein above.

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IN WITNESS WHEREOF, the parties hereto have caused the corporate seals to be affixed, and this Agreement to be signed by duly authorized officers the day and year noted.

Sworn and Subscribed

To before me this

_____ day of _____, 2023

Notary Public

TOWN OF CHESTER

By:

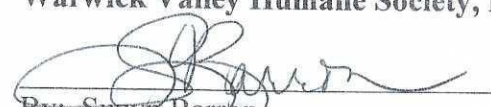
Sworn and Subscribed

To before me this

19 day of January, 2023~~4~~


Notary Public

Warwick Valley Humane Society, Inc.


By: Suzyn Barron

Melissa A. Stevens

Notary Public, State of New York

No. 01ST6062297

Qualified In Orange County

Commission Expires August 6, 2025