



TOWN OF DEERPARK

**GARY I. SPEARS, SUPERVISOR
ALAN F. SCHOCK, COUNCILMEMBER
ARTHUR TROVEI, COUNCILMEMBER
CHRISTA HOOVLER, COUNCILMEMBER
ROBERT WHITNEY, COUNCILMEMBER**

**RESOLUTION #16 OF 2025 OF THE TOWN BOARD OF
THE TOWN OF DEERPARK, ORANGE COUNTY,
NEW YORK**

Humane Society Contract 2026

WHEREAS, the Town of Deer Park, County of Orange, State of New York, is a municipal corporation conducting business in the County of Orange, State of New York; and

WHEREAS, PORT JERVIS/DEERPARK HUMANE SOCIETY is a not-for-profit animal shelter licensed by the State of New York; and

WHEREAS, the Town of Deer Park and Humane Society had previously entered into a contractual agreement by which Humane Society provides services to the Town of Deer Park pursuant to a contract; and

WHEREAS, the said contract is set to expire on December 31, 2025; and

WHEREAS, the Town of Deer Park and Humane Society wish to continue their relationship pursuant to a new revised contract.

NOW, THEREFORE, BE IT

RESOLVED, that the Town of Deer Park, County of Orange, State of New York, hereby affirms their wish to continue a contractual relationship with Port Jervis/Deer Park Humane Society; and

BE IT FURTHER RESOLVED, that the Town of Deerpark, County of Orange, State of New York, by this Resolution authorizes the Supervisor of the Town to execute contract with Port Jervis/Deerpark Humane Society, providing for payment of \$250.00 per dog to be paid quarterly with a Sixty Day (60) Termination Without Cause Option By Either Party clause; and

BE IT FURTHER RESOLVED that the Supervisor of the Town of Deerpark is hereby authorized to execute such forms and documents as may be required as to give effect to this Resolution.

DATED: December 30, 2025

Motion by: Alan Schock 2nd by Robert Whitney

Roll Call 4 Ayes:

Councilmember: Alan Schock
Councilmember: Robert Whitney

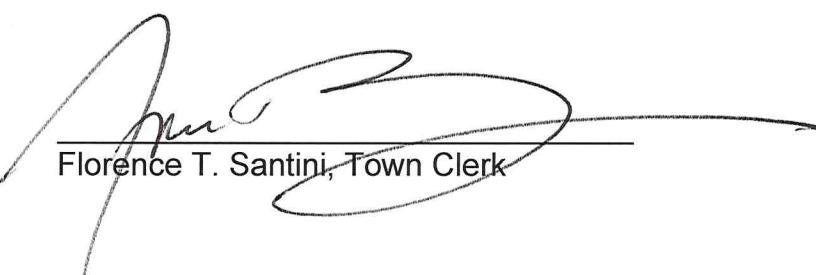
Councilmember: Christa Hoovler
Supervisor: Gary Spears

Absent: Councilman: Arthur Trovei

MOTION CARRIED

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Town of Deerpark this 30th day of December 2025

Town Seal


Florence T. Santini, Town Clerk

RECEIVED

DEC 17 2025

TOWN OF DEERPARK
SUPERVISOR'S OFFICE

AGREEMENT

THIS AGREEMENT made this 11 day of December 25 pursuant to the provisions of Article 7 of the Agriculture and Markets Law, by and between the **Town of DEERPARK**, a municipal corporation organized under the laws of the State of New York, party of the first part, address 420 Route 209, PO Box 621, Huguenot, NY 12746 (hereinafter referred to as the "Town", and The Humane Society of Port Jervis/Deerpark, Inc., a not-for-profit corporation duly organized and existing under the Not-For-Profit Law of the State of New York, and having its office and principal place of business at 202 Route 209, Port Jervis, New York, 12771, party of the second part (hereinafter referred to as the "Society").

WITNESSETH:

WHEREAS, the Society owns and operates a shelter for the care of dogs and the Town requires a facility suitable for such shelter and care, and

WHEREAS, the Town desires to utilize the services of the Society and access to said shelter,

NOW, THEREFORE, in consideration of the mutual covenants, promises and agreements contained herein, the Society and the Town do hereby agree as follows:

1. The Society shall maintain a shelter for dogs seized within the Town by an authorized Dog Control Officer in accordance with Article 7 of the Agriculture and Markets Law. The Society's duties with respect to said dogs shall be performed at the cost and expense of the Society, and are as follows:

- a) To properly shelter, care, feed, and water such dogs for the minimum redemption period required by the Agriculture and Markets Law;
- b) To make such dogs available for redemption by their owners for a period of time equal to or greater than the minimum redemption period.
- c) To make such dogs available for adoption for a period of time equal to or greater than the minimum redemption period if at the end of the appropriate redemption period, said dog has not been redeemed by its owner, provided that the dog's temperament and health makes it suitable for adoption, which is to be determined solely by the Society's Director.
- d) To determine that the appropriate license has been issued and the appropriate fees paid to the Town before the dog is released to the owner. The Society shall have no obligation to return the dog to the owner until satisfactory proof of such has been provided to the Society.
- e) Any sick or injured animal picked up by the Dog Control Officer shall receive appropriate veterinarian care prior to delivery to the shelter. At the time of delivery to the shelter, the Dog Control Officer shall provide the shelter, in writing, the veterinarian's diagnosis, treatment protocol, and necessary medication

to treat the dog. Any subsequent additional expense related to the dog shall be billed directly to the Town.

f) To arrange for a veterinarian or a New York State licensed technician to humanely euthanize any dog for which euthanasia is necessary and legally authorized, and to arrange for the cremation of any dogs so euthanized.

g) To prepare, retain, and make available to the Town complete and accurate records concerning the care and disposition of all dogs cared for by the shelter hereunder as well as any expenses incurred and any fees collected.

2. The Society shall **NOT** accept for impoundment any dogs which:

a) Are in need of veterinary services, except in accordance with paragraph 1(e), or

b) Are not accompanied by the appropriate Dog Control Officer's seizure report

3. The Society shall accept from the Town Dog Control Officer(s) any homeless stray and abandoned which are picked up by the Dog Control Officer(s) in the Town. The Society will allow the Dog Control Officers(s) of the Town access to its shelter at reasonable times.

Nothing herein shall obligate the Town to deliver to the Society any minimum number of dogs or all of the dogs seized in the Town by the Town Dog Control Officer(s).

a) In consideration for the above mentioned services, the Town shall remit to the Society, within 20 days after the Town Board has audited and approved for payment the Society's voucher, the sum of **\$250.00 per dog** to be paid quarterly.

4. Nothing contained herein shall limit the Society's rights under Section 183 of the Lien Law, or pursuant to Section 373 of the Agriculture and Markets Law, or as derived from any other general or special law, or by means of any civil action or proceeding to recover from the owner thereof any necessary or reasonable costs and expenses incurred by the Society in providing pound and shelter for any Town dogs.

Nothing contained herein shall limit the Town's rights under applicable provisions of the law, or by means of any civil action or proceeding, to recover from the owner of any dog delivered by the Town to the Society's shelter any fees, charges or outstanding fines or penalties owned by such owner of the Town.

Nothing herein shall obligate the Town to deliver to the Society any minimum number of dogs or all of the dogs seized in the Town by the Town Dog Control Officer(s).

6. The term of this agreement is from **January 1, 2026**, through **December 31, 2026**, unless earlier terminated pursuant to the provisions of paragraph 8. In the event that the parties fail to fully renew this Agreement upon the termination of same, this Agreement shall be deemed to be self-perpetuating, unless the same is formally terminated as hereinbefore provided by either party.

7. The Society shall not commence services under this contract unless it has obtained all insurance required under this paragraph and such insurance has been approved by the Town.

- a) **Compensation Insurance** - The Society shall take out and maintain during the life of this contract Workers' Compensation insurance for its employees to be assigned to the work hereunder.
- b) **General Liability and Property Damage Insurance** - The Society shall take out and maintain during the life of this contract such general liability and property damage insurance as shall protect it from claims for damages for personal injury, as well as from claims for property damage which may arise from operations under this contract. The amounts of such insurance shall be as follows: (See attached Certificate of Insurance).
- c) The Society shall furnish the above insurances to the Town and shall also name the Town as an additional named insured in said policies.
- d) Any significant incident involving a dog after it has been delivered to the shelter shall be reported to the Office of the Supervisor of the Town as soon as possible and not later than twenty-four hours from the time of such incident. A detailed written report must be submitted to the Town as soon thereafter as possible but not later than three (3) days after the date of such incident.

8. The Town shall have the right to cease performing (except for payment for past services rendered) or terminate the contract if:

- a) The Society is adjudged bankrupt or makes an assignment for the benefit of creditors; or
- b) A receiver or liquidator is appointed for the Society or for any of its property and is not dismissed within twenty (20) days after such appointment or the proceedings in connection therewith are not stayed on appeal within the said twenty (20) days, or
- c) The Society fails or refuses to comply with all applicable laws or ordinances; or
- d) The Society is guilty of substantial violation of any provision of this contract;
- e) In any event, either party, may, without prejudice to any other rights or remedy it may have, with fourteen (14) days written notice to the other party, terminate this Agreement.

9. The Society shall have the right to cease performing or terminate the contract if the Town is guilty of a substantial violation of any provisions of this Contract.

10. It is hereby mutually covenanted and agreed that the relation of the Society to the services to be performed by it under this Contract shall be that of an independent contractor. As an independent contractor, it will be responsible for all damage, loss or injury to persons or property that may arise in or be incurred during the conduct and progress of said services, whether or not the Society, its agents, or employees have been negligent. The Society shall hold and keep the Town free and discharged of and from any and all responsibility and

liability of any sort or kind. The Society shall assume all responsibility for risks or casualties of every description, for loss or injury to persons or property arising out of the nature of the services, from the action of the elements, or from any unforeseen or unusual difficulty. The Society shall assume all blame, loss and responsibility of any nature by reason of neglect or violation of any federal, state, county or local laws, regulations or ordinances.

11. The Society agrees to defend, indemnify and save the Town, its officers, agents and employees, harmless from any and all liability imposed on the Town, its officers, agents and/or employees arising from the negligence, active or passive, of the Society, and the Town agrees to defend, indemnify and save the Society, its officers, agents and employees, harmless from any and all liability imposed on the Society, its officers, agents and/or employees arising from the negligence, active or passive, of the Town.

12. In accordance with the provisions of Section 109 of the General Municipal Law, the Society is hereby prohibited from assigning, transferring, conveying, subletting or otherwise disposing of this Agreement, or of its right, title or interest in this Agreement, or its power to execute this agreement, to any other person or corporation without the previous consent in writing of the Town.

13. Each and every provision of law and clause required by law to be inserted in this Contract shall be deemed to have been inserted herein. If any such provision is not inserted through mistake or otherwise, then upon the application of either party this contract shall be physically amended to make such insertion. In particular, the Society shall, amongst other things, fully comply with:

a) Labor Law Section 220-e and Executive Law Sections 291-299 and the Civil rights Law relating to prohibition against discrimination and equal opportunity.

b) Affirmative action as required by the Labor law

14. Should any dispute arise between the Town and the Society regarding the manner or sufficiency of the performance of the services to be rendered hereunder, the disputed matter shall be settled by arbitration in accordance with the laws of the State of New York. There shall be three arbitrators, one of whom shall be selected by each of the parties hereto, and the third by two arbitrators so selected. If the selection of any arbitrator is not made within fifteen (15) days of the time that either party has notified the other of the name of the arbitrator it has selected, then the arbitrator or arbitrators not selected shall be appointed in a manner provided by the laws of the State of New York. The work shall not be interrupted or delayed pending such decision.

15. The Supervisor has executed this Agreement pursuant to a Resolution adopted by the Town Board of the **Town of DEERPARK**, at a meeting thereof held on 11 December 2025. The Supervisor of the **Town of DEERPARK**, whose signature appears hereafter, is duly authorized and empowered to execute this instrument and enter into such an agreement on behalf of the Town. The Society represents that the officer of the Society, whose signature appears hereafter, is duly authorized and empowered to execute

this instrument and enter into such an agreement on behalf of the Society. The instrument shall be executed in duplicate. At least one copy shall be permanently filed, after execution thereof, in the office of the Town Clerk.

16. Any and all notices and payments required hereunder shall be addressed as follows, or to such other address as may hereafter be designated as follows, or to such other address as may hereafter be designated in writing by either party hereto:

To: **Town of DEERPARK**
420 Route 209
PO Box 621
Huguenot, NY 12746

To: **The Humane Society of Port Jervis/Deerpark, Inc.**
202 Route 209
Port Jervis, New York 12771

17. No waiver of any breach of any condition of the Agreement shall be binding unless in writing and signed by the party waiving said breach. No such waiver shall in any way affect any other term or condition of this Agreement or constitute a cause or excuse for a repetition of such or any other breach unless the waiver shall include the same.

18. This Agreement constitutes the complete understanding of the parties. No modifications of any provisions thereof shall be valid unless in writing and signed by both parties.

19. This Agreement is governed by the laws of the State of New York.

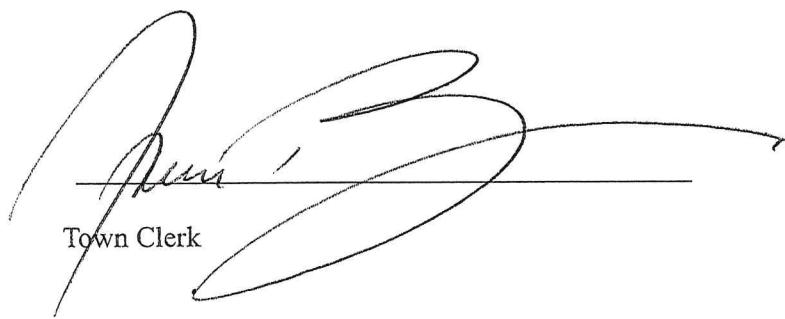
IN WITNESS WHEREOF, the **Town of DEERPARK** has
caused its corporate seal to be affixed hereto and these present to be signed by
Gary Spears, its Supervisor duly authorized
to do so, and to be attested by Florence T. Santilli, Clerk of the **Town of DEERPARK**, and the Society has caused its corporate seal to be affixed hereto and these presents to be signed by its President, the day and year first above written.

(Seal of the Town)

TOWN OF DEERPARK

Gary Spears
Supervisor

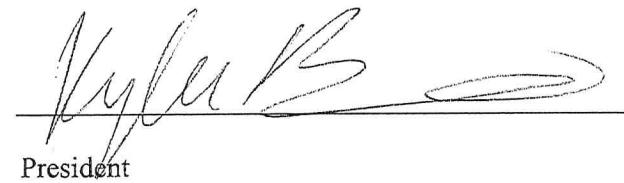
Attest:



Karen B.

Town Clerk

THE HUMANE SOCIETY OF PORT JERVIS/DEERPARK, INC.



Kylee B.

President

Attest: