

RESOLUTION 2019 – 181

RESOLUTION OF THE MAYOR AND BOROUGH COUNCIL OF THE BOROUGH OF MOUNT ARLINGTON, IN THE COUNTY OF MORRIS, STATE OF NEW JERSEY, AUTHORIZING THE EXECUTION OF A SHARED INTERLOCAL SERVICES CONTRACT BETWEEN THE BOROUGH OF MOUNT ARLINGTON, THE BOROUGH OF WHARTON & THE TOWNSHIP OF BYRAM, WITH ANIMAL CONTROL SOLUTIONS, LLC, FOR THE PROVISION OF ANIMAL CONTROL OFFICER SERVICES AND MUNICIPAL HUMANE LAW ENFORCEMENT OFFICER SERVICES

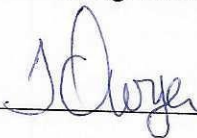
WHEREAS, the Borough of Mount Arlington, the Borough of Wharton & the Township of Byram have entered into a Shared Interlocal Services Contract pursuant to which Animal Control Solutions, LLC, provides Animal Control Officer services and Municipal Humane Law Enforcement Officer services to the Borough Mount Arlington; and

WHEREAS, the Mayor and Borough Council of the Borough of Mount Arlington agree that a Shared Interlocal Services Contract be executed with the Borough of Wharton and the Township of Byram; and

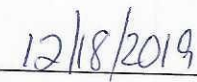
WHEREAS, the Mayor and Borough Council have reviewed, are familiar with, and have agreed to the terms and conditions of the new Shared Interlocal Services Contract between the Borough of Mount Arlington, the Borough of Wharton & the Township of Byram, for the provision of Animal Control Officer services and Municipal Humane Law Enforcement Officer services.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Borough Council of the Borough of Mount Arlington, County of Morris, that the Mayor is hereby authorized and directed to execute the attached Shared Interlocal Services Contract between the Borough of Mount Arlington, the Borough of Wharton & the Township of Byram, for the provision of Animal Control Officer services and Municipal Humane Law Enforcement Officer services.

I HEREBY CERTIFY this to be a true and correct Resolution of the Mayor and Borough Council of the Borough of Mount Arlington and adopted on December 17, 2019.



L. Dwyer
Acting Borough Clerk



Date

**INTER-LOCAL SERVICES CONTRACT BETWEEN ANIMAL CONTROL SOLUTIONS LLC,
AND THE BOROUGH OF WHARTON, THE BOROUGH OF MOUNT ARLINGTON, AND THE
TOWNSHIP OF BYRAM.**

THIS SERVICE AGREEMENT, made this 1st day of January, 2020 between the The Borough of Wharton having its municipal offices located at 10 Robert Street Wharton, New Jersey 07885, the Borough of Mount Arlington having its municipal officers located at 419 Howard Boulevard Mount Arlington, New Jersey 07856, and the Township of Byram having its municipal offices located at 10 Mansfield Drive Stanhope, NJ 07874 hereinafter referred to as the "Municipality"; and Animal Control Solutions, LLC having its principal place of business at 2 Marshall Drive, Flemington, New Jersey 08822 hereinafter referred to as the "Contractor";

WITNESSETH:

WHEREAS, the Municipality requires animal control services; and

WHEREAS, the Contractor is available to perform the necessary services for the Municipality and has the expertise and staff to provide these services; and

WHEREAS, The Municipality desires the Contractor to undertake services as outlined in Appendix A; and

WHEREAS, said services are professional in nature and are therefore excluded from the Bidding Laws of the State of New Jersey; and

WHEREAS, the Borough of Wharton will be the lead agency under the inter-local agreement for payments to Animal Control Solutions, LLC in accordance with Section 3; and

WHEREAS, The Borough of Wharton, the Borough of Mt. Arlington and the Township of Byram will each be accountable for their Municipality's Responsibilities under Section 1; and

NOW, THEREFORE, in consideration of the promises and the mutual covenants, conditions and agreements contained herein, the parties hereto agree that the Contractor shall provide the services outlined in the proposal attached hereto as Appendix A.

SECTION 1 – MUNICIPALITY'S RESPONSIBILITIES

The Municipality Shall:

1. Provide full information as to its requirements
2. Assist the Contractor by placing at its disposal all available information.
3. Designate a person to act as the Municipality's representative with respect to the work to be performed under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define Municipality's policies and decisions with respect to Contractor's services. Such person shall not have authority to modify the Scope of Work nor amend or modify this Agreement.
4. Designate a person or persons that shall conduct all official correspondence with residents. This shall include but is not limited to mailing of ordinance warnings and summonses. They shall also notify residents of all

terminating party. Failure of the Municipality to pay the Contractor shall not be grounds to terminate the contract. The Contractor shall be paid in full for services rendered and expenses incurred during the contract and to the termination date.

- a. The Contractor reserves the right to assess a 10% late fee compounding each month if payments or any part thereof are not received within 45 days from invoice date. It is expressly agreed that the Contractor is not obligated to incur any costs, expense, and/or legal fees as a consequence of the failure of the Municipality timely and fully remit all payments due hereunder, such costs, expenses, and/or legal fees shall be the sole responsibility of the Municipality.

SECTION 3 – PAYMENTS TO ANIMAL CONTROL SOLUTIONS, LLC

1. The Contractor shall charge a yearly fee to the Municipality of \$33,084.00 for any and all services listed in Appendix A during the contract term.
 - a. The yearly fee to is divided among the municipalities as follows:
 - Byram Township = \$12,540
 - Borough of Mt. Arlington = \$9,713
 - Borough of Wharton = \$10,831
 - b. Byram Township and the Borough of Mt. Arlington will pay to the Borough of Wharton, their respective base fee, in advance, at a rate of twenty-five (25%) percent of their total annual fee. First payment by January 31, second Payment by March 31, third payment by June 30 and last payment by September 30.
2. The contract fee shall be paid in monthly installments of \$2,757.00
3. Kenneling and Veterinarian fees billed by the Contractor shall be paid monthly and in accordance with Appendices B.
4. The Municipality may request services outside of this contract; however, the costs and scope of service must be agreed upon by Contractor.
5. All regular charges shall be billed directly to the Borough of Wharton who will act as lead Municipality.
6. All Kenneling and Veterinarian fees shall be billed directly to each municipality that use them.

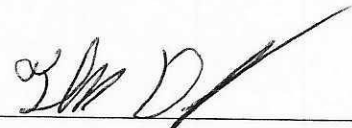
2. The parties to this contract agree to incorporate into this Contract the mandatory language of Section 5.3 of the Regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time-to-time and the contractor agrees to comply fully with the terms, provisions and obligations of said section 5.3. A copy of the mandatory language and the Contractor's certificate of compliance are attached hereto.

IN WITNESS WHEREOF, we have set our hands and seals the date first written above.

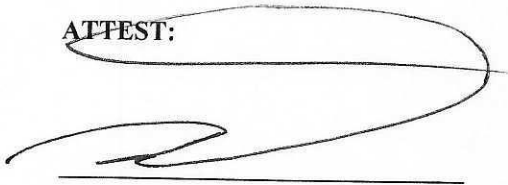
ATTEST:



ANIMAL CONTROL SOLUTIONS, LLC

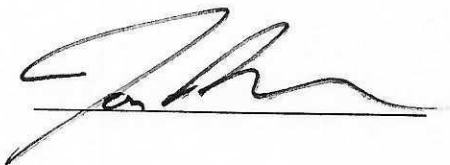
BY: 
Thomas Dodd, President

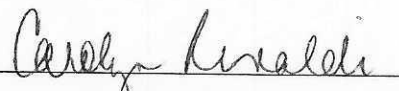
ATTEST:



BY: 
Borough of Wharton

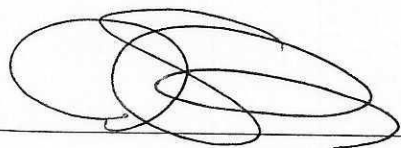
ATTEST:



BY: 
Borough of Mt. Arlington
Carolyn Rinaldi

ATTEST:



BY: 
Township of Byram
Joseph Sabatini

Appendix A

ANIMAL CONTROL SERVICES TO BE PROVIDED BY THE CONTRACTOR

Definitions

Owner: Any person or persons to include property owners and private businesses owners who have shown an interest or permitted their tenants or employees to show interest in a domestic animal by having the domestic animal in their keeping or allowing the domestic animal to remain on their property, or provided food, water, shelter, or veterinary care to a domestic animal for a period of time exceeding 7 days without notifying the municipality or the municipal animal control agency at the time when the domestic animal was first discovered and requested removal.

Stray Animal: Any animal with no apparent owner that is observed by the animal control officer to not be fed, sheltered, or otherwise provided care by a person or persons or has not been permitted to remain on private property.

Owned Animal: Any animal which the owner is known licensed or not, or has been provided food or shelter or permitted to remain on private property for a time period exceeding 7 days, or has distinguishing ownership markings such as collar, or ear notches commonly seen in TNR cats.

Stray Domestic Animal Apprehension and Impoundment

1. Animal Control Solutions, LLC shall respond and when possible impound dogs that are running loose within the borders of the contracting municipality when the animal is in view of the complainant. The impounded animals shall be transported and sheltered at the designated holding facility for a time period prescribed by law.
2. Animal Control Solutions, LLC shall respond and impound all stray dogs that have been found and confined within the borders of the contracting municipality. The impounded animals shall be transported and sheltered at the designated holding facility for a time period prescribed by law.
3. Animal Control Solutions, LLC shall respond, impound, and transport to a veterinarian all severely injured stray dogs and cats found within the borders of the contracting municipality.
4. Animal Control Solutions, LLC shall respond, impound, and transport to a designated holding facility all dogs under the New Jersey Potentially Dangerous and Vicious Dog Act in conjunction with the Municipal Department of health and local law enforcement.
5. Under the direction of the Municipality, Animal Control Solutions, LLC shall respond and attempt to remove all stray cats within the borders of the contracting municipality. Animal Control Solutions, LLC shall require the complaining party to wait a period of 3 days prior to any attempts in capturing and removing the animal unless the animal is reported to be sick or injured. This allows the animal to return to its owner.
 - a. Animal Control Solutions, LLC shall conduct a site visit (welfare check) to determine if the cat(s) are owned or truly stray. Upon completion of the site visit a report will be forwarded to the municipality for approval prior to impounding the cat(s) unless the cat(s) is severely injured.
 - b. If traps are required, the duration of the trapping will not exceed five (5) days unless cats are activity being captured. Animal Control Solutions, LLC. will provide the trap and bait, however the complaining party will be responsible for setting, monitoring, and rebaiting the trap daily unless the complaining party is handicapped, elderly, or has a physical ailment. The complaining party shall call when the cat is trapped for pick-up. Animal Control Solutions will pick up the trapped cat and transport it to a holding facility at no charge. Complaining parties are required to trap only during hours which will be provided to them. If the complaining party refuses to set and monitor traps Animal Control Solutions can do it for a nominal fee. This fee is assessed each trip Animal Control Solutions takes. The municipality may choose to cover these costs on a case by case basis (See Section 3, Paragraph 4)
 - c. There will be a \$175.00 deposit required for each trap loaned. The deposit may be given by either the complaining party or the Municipality at the discretion of the Municipality. This deposit will be returned once the trap is returned in good working order. If at any time the trap is damaged or missing the Contractor reserves the right to use the deposit.
 - d. Any cat that has been provided food, shelter, or any care whatsoever shall not be considered stray and the

cutting down trees habited by wildlife, sealing up wildlife dens or holes wildlife has created to access living areas, and improper exclusion.

4. All Deer, Bear, Bob Cat, Coyotes, birds covered under the US Migratory Bird Act, exotic animals under the NJ Department of Environmental Protection and Snakes incidents are regulated by New Jersey Department of Fish and game, department of Wildlife Conservation. Residents with issues with these animals shall be directed to contact them for assistance.
5. Under NJ Wildlife Conservation Guidelines wildlife cannot be removed from a property unless it has caused over \$500 worth of property damage. Certain species of wildlife are protected under state statue and cannot be removed unless it poses a threat of immediate danger. Other species are protected during certain times of the year and cannot be removed during those times for any reason. Residents shall be directed to call Animal Control Solutions, LLC or NJ Fish and Game Department of Wildlife Conservation prior to removing or trapping any wild animal. Callers shall be informed that nuisance wildlife is not covered under this contract and they will be solely responsible for all costs in the removing or exclusion of nuisance wildlife. (See #8)
6. Other than wildlife regulated by the NJ Department of Fish and Game, or Department of Wildlife Conservation, which require an exclusion from the Contract, the removal of Healthy Nuisance Wildlife not covered by the exclusion found on Public Property such as Municipal Buildings, Garages, Dumpsters, Parks and Parking Lots shall be charged under Section 3 Paragraph 4 of the Addendum to Contract.
7. Animal Control Solutions, LLC shall reserve the right to charge residents or businesses requesting services not included in the contract. These services include, but are not limited to, nuisance wildlife removal.
8. For Contractual purposes all Wild Birds shall be considered Wildlife and restrictions listed above shall also apply to them.

Livestock

1. Animal Control Solutions, LLC will respond to incidents regarding stray Livestock when the animal is in view of the complainant and the owner is not known.
2. If unable to locate owner, Animal Control Solutions, LLC may attempt to capture and transport all stray livestock to a holding farm only if the farm is available. This service can be limited due to the size of animals and the availability of a farm capable to housing animal. If a farm is unavailable the Municipality may request temporary holding of the stray livestock at another location.
3. Sick, Injured, or Dead livestock shall be the responsibility of the owner. If the owner is unknown it shall be the responsibility of the Municipality.
4. Cost for the boarding and feed of livestock shall be borne by the owner. After seven (7) days if the livestock goes unclaimed it shall become the property of the farm holding the animal.

Pet Census and Licensing

1. Animal Control Solutions, LLC shall conduct a pet census. This census shall be administered while answering calls from residents and police (not door to door). A list of all unlicensed pets shall be given to the contracting municipality via monthly reports. The municipality shall decide to either send out warnings to the offenders or to issue summons immediately. If warnings are sent it will be up to the municipality to contact the contractor once the warning time limit has expired to issue summons (see #2 in this section)
2. Animal Control Solutions, LLC shall at a date and time directed by the contracting municipality sign summons against residents that are noncompliant with pet licensing. Yearly summonsing from the unlicensed pet list provided by the municipality will be conducted after October 1st at the discretion of the municipality. If the amount of summonses on the unlicensed pet list provided by the municipality exceeds 50 unlicensed animals, the municipality shall be required to fill out each summons and notify Animal Control Solutions when completed. Animal Control Solutions will then send an ACO to sign each summons.

Court, Ordinance and Law Violations

1. Animal Control Solutions, LLC shall issue summons at the discretion of the issuing officer under the contract municipality's ordinances and State Statutes. (See e.g., Pet Census and Licensing Paragraph 2)

owner refuse or is otherwise unable to find suitable housing for their animal the situation will fall under animal cruelty and Animal Control will notify the Municipal Humane Law Enforcement Officer for direction. Animal Control Solutions is not responsible for responding to owned animal housing incidents except to help the law enforcement officers in transporting the dogs and cats they seize if they choose to use a holding facility through Animal Control Solutions.

In the event of the owner's arrest, or hospitalization where they are occupying a motor vehicle with their pet Animal Control Solutions shall transport the pet to a designated holding facility. As applicable by law upon taking the animal the municipality shall send a certified letter to the owner advising them that they have at least 7 days to claim or have someone claim the animal(s) from the designated holding facility. If the time limit has elapsed the incident shall be considered animal abandonment under the animal cruelty statutes. Therefore, the case will be transferred to the Municipal Humane Law Enforcement officer for direction.

- a. the event of the owner's arrest or hospitalization at their residential property the animal should remain on the property if another party resides at the same residents. If no other person resides at the property the animal may remain alone at the owner's property for a period not to exceed 24 hours unless the property is deemed by the Humane Law Enforcement Officer to have hazardous living conditions. This guards against unreasonable seizures in the event the owner is released within a safe time period. If the time frame exceeds 24 hours the Municipal Humane Law Enforcement Officer or County Prosecutors Office should seize the dog or cat under the animal cruelty laws for their well-being.
- b. In the event of an eviction a signed copy of a fully executed eviction warrant (Warrant of Removal) should be provided to the Municipal Humane Law Enforcement Officer by the person requesting said eviction prior to the removal of the animal. The Municipal Humane Law Enforcement Officer or County Prosecutors office should contact the owner of the animal(s) and arrange a time for them to take custody of the animal. If the owner is unwilling or unable to claim their animal it would be considered animal abandonment under the animal cruelty statutes and the animal(s) should be removed and taken to the designated county SPCA. If the municipality or County Prosecutors office requests the removal of animal(s) and transport to a holding facility through Animal Control Solutions they must provide a copy of the executed warrant of removal to Animal Control Solutions prior to any employee of Animal Control Solutions entering the premises and removing the animal.
- c. In the event of the owners death any relatives, partners, executors, or roommates should be responsible for the care of the animal. Animals are considered property and are part of the estate. If there is no one able to care for the animal then the Municipal Humane Law Enforcement Officer or County Prosecutors office should seize the animal(s) for their well-being until a responsible party is located.
- d. Under NJSA 4:22-48.2 any fees incurred due to seizing animals under the animal cruelty statutes by the Humane Law Enforcement Officer or County Prosecutor's Office can be recovered through the court. It is highly recommended that the municipality pursue ordinances that allow liens to be placed on monetary property of violators. It is also recommended that the municipality designate all fines received under the animal cruelty statutes to enter into the municipal animal welfare fund.

Pet Surrender

Animal Control Solutions, LLC offers animal rescue referrals and courtesy postings on our Petfinder, Facebook pages, and other media outlets to assist with the re-homing of adoptable animals. In emergent situations we will accept pet surrenders that are deemed suitable for adoption by ACS from residents of ACS contracted municipalities, however accepting animals for this service will depend on animal's temperament, age, health, and availability of space. Surrender fee applies and is determined on the medical care the animal will need. Animal Control Solutions, LLC will not accept any owned animal for euthanasia only. Owners seeking euthanasia only shall be directed to contact a veterinarian. A list of veterinarians willing to perform euthanasia will be given upon request.

Record Keeping

1. Animal Control Solutions, LLC shall keep and maintain accurate records of all actions performed within the borders of the contracting municipality.
2. Animal Control Solutions, LLC shall provide a monthly report of these records no later than the 10th of following month to the contracting municipality. Requests for early reports may be granted on a case by case basis.

Appendix B

Kenneling and Veterinary Fees for Stray Animals, Seized Animals, and Wildlife

The following is the schedule of fees that will apply for the impounding of stray and seized dogs and cats through Animal Control Solutions, LLC if the animal does not require emergency medical care.

In stray animal cases if the animal is unclaimed by its owner the municipality will be charged for intake shots (unless the animal has valid tags on) boarding (rate will not exceed 7 days unless state law dictates otherwise), and a disposition fee (for adoption or euthanasia).

In seized animal cases the animal will be held for a time period mandated by the court or Humane Law Enforcement.

If owner claims the animal they will be responsible for all costs incurred due to their animals impoundment / seizure. If the owner refuses the municipality will be billed for all costs but Animal Control or the Humane Law Enforcement Officer can seek restitution through court at the municipality's direction.

Any additional cost shall be at the sole discretion of the municipality and will be billed on a case by case basis. The Municipality may choose to contract with another holding facility, vet, or shelter to house their animals. Animal Control Solutions, LLC will transport any stray impounded animal to the municipal designated holding facility free of charge however policy and billing will be between the municipality and said facility.

Non-Emergency

Dogs and Puppies:

| | |
|--|-------------------|
| Intake Shots (given unless dog has valid tags on) | \$20.00 each shot |
| 1 Day Board | \$45.00 |
| 7 Day Board | \$315.00 |
| Disposition Fee (Adoption prep or euthanasia. Additional Hold time if needed.) | \$125.00 |
| Prep Rabies Specimen | \$60.00 |
| Dogs Held Under the Dangerous Dog Act | \$55.00 per day |
| Dead Dog Disposal | \$65.00 |

Cats and Kittens:

| | |
|--|-------------------|
| Intake Shots (given unless cat has valid tags on) | \$20.00 each shot |
| 1 Day Board | \$35.00 |
| 7 Day Board | \$245.00 |
| Disposition Fee (Adoption prep or euthanasia. Additional hold time if needed.) | \$125.00 |
| Prep Rabies Specimen | \$55.00 |
| Dead Cat Disposal | \$50.00 |



State of New Jersey

CHRIS CHRISTIE
Governor

KIM GUADAGNO
Lt. Governor

DEPARTMENT OF THE TREASURY
DIVISION OF REVENUE AND ENTERPRISE SERVICES
33 WEST STATE STREET, 5TH FLOOR
P.O. BOX 026
TRENTON, NEW JERSEY 08625-0026
PHONE: 609-292-2146 FAX: 609-984-6679

FORD M. SCUDDER
Acting State Treasurer

APPROVED

under the
Veteran-Owned Business Act

This certificate acknowledges ANIMAL CONTROL SOLUTIONS LLC as a Category 1 approved Veteran-Owned Business (VOB) that has met the criteria established by N.J.S.A. 52:32-49 et seq.

This registration will remain in effect for three years. Annually the business must submit, not more than 60 days prior to the anniversary of the registration notice, an annual verification statement in which it shall attest that there is no change in the ownership, eligibility or control of that business.

If the business fails to submit the annual verification statement by the anniversary date, the VOB registration will lapse and the business VOB status will be revoked in the New Jersey Selective Assistance Vendor Information (NJSAVI) database that lists registered Veteran-Owned businesses. If the business seeks to be registered again, it will have to reapply and complete a new application.



Peter Lowicki
Deputy Director

Issued: September 29, 2016
Certification Number: V100151

Expiration: September 28, 2019

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

DEPARTMENT OF TREASURY/
DIVISION OF REVENUE
PO BOX 252
TRENTON, N J 08646-0252

TAXPAYER NAME:

ANIMAL CONTROL SOLUTIONS, LLC

TRADE NAME:

ADDRESS:

2 MARSHALL DRIVE
FLEMINGTON NJ 08822

SEQUENCE NUMBER:

1430045

EFFECTIVE DATE:

08/12/08

ISSUANCE DATE:

08/12/08

James J. Fusione

Director
New Jersey Division of Revenue

FORM-BRG

THIS CERTIFICATE IS NOT ASSIGNABLE OR TRANSFERABLE. IT MUST BE CONSPICUOUSLY DISPLAYED AT ABOVE ADDRESS.

Certification 42751

**CERTIFICATE OF EMPLOYEE INFORMATION REPORT
RENEWAL**

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of 15-NOV-2015 to 15-NOV-2022

ANIMAL CONTROL SOLUTIONS, LLC
2 MARSHALL DRIVE
FLEMINGTON NJ 08822



Robert A. Romano

Robert A. Romano,
Acting State Treasurer

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

Name (as shown on your income tax return)
Animal Control Solutions, LLC

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification:
☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate
☒ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) **P**
☐ Other (see instructions) **>** ☐ Exempt payee

Address (number, street, and apt. or suite no.)
2 MARSHALL DR.

City, state, and ZIP code
FLEMINGTON, NEW JERSEY, 08822

List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

| | | | | | | | | |
|------------------------|--|--|---|--|--|--|--|--|
| Social security number | | | | | | | | |
| | | | - | | | | | |

| | | | | | | | | |
|--------------------------------|---|---|---|---|---|---|---|-----|
| Employer identification number | | | | | | | | |
| 2 | 6 | - | 3 | 1 | 1 | 7 | 9 | 0 4 |

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here ☐ Signature of U.S. person **[Signature]**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.