

**RESOLUTION 2021 – 128**

**A 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  
AND THE BOROUGH OF STANHOPE, WITH THE BOROUGH OF  
HOPATCONG, FOR THE PROVISION OF ANIMAL CONTROL OFFICER  
SERVICES AND ANIMAL POUND/SHELTER SERVICES**

**WHEREAS**, the Borough of Mount Arlington, the Borough of Wharton, the Township of Byram and the Borough of Stanhope, have entered into a Shared Interlocal Services Contract pursuant to which the Borough of Hopatcong provides Animal Control Officer services and Animal Pound/Shelter 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, the Township of Byram and the Borough of Stanhope, with the Borough of Hopatcong; 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 and the Borough of Stanhope, with the Borough of Hopatcong, for the provision of Animal Control Officer services and Animal Pound/Shelter 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 and the Borough of Stanhope, with the Borough of Hopatcong, for the provision of Animal Control Officer services and Animal Pound/Shelter 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 21, 2021.

  
Matthew N. Bansch, Borough Clerk



**TOWNSHIP OF BYRAM  
RESOLUTION NO. 243-2021**

**RESOLUTION AUTHORIZING THE EXECUTION OF AN INTER-LOCAL ANIMAL CONTROL / SHELTER SERVICES AGREEMENT BETWEEN THE BOROUGH OF HOPATCONG (PROVIDER), BOROUGH OF WHARTON, BOROUGH OF MOUNT ARLINGTON, BOROUGH OF STANHOPE, AND THE TOWNSHIP OF BYRAM**

WHEREAS, the Township has determined that there is a need acquire animal control / shelter services; and

WHEREAS, the Borough of Hopatcong, is available to perform the necessary services as outlined in the attached agreement for the period commencing January 1, 2022 and ending December 31, 2022; and

WHEREAS, the funds are available through the 2022 Operating Budget-Animal Control Other Expenses – Animal Contract. Those amounts to be funded through 2022 Budget Appropriations are contingent upon sufficient funds being appropriated in the 2022 Budget.


NOW THEREFORE BE IT RESOLVED by the Council of the Township of Byram, County of Sussex, State of New Jersey that the Township Manager has authorization to sign the Inter Local Animal Control Agreement and make any necessary changes to the contract on behalf of Byram Township.

**BYRAM TOWNSHIP COUNCIL**

	Councilman Bonker	Councilwoman Franco	Councilman Gallagher	Councilman Roseff	Mayor Rubenstein
Motion	✓				
2nd		✓			
Yes	✓	✓	✓	✓	✓
No					
Abstain					
Absent					

ATTEST:

I certify that the foregoing resolution was adopted by the Byram Township Council at a meeting held on December 21, 2021.

  
 Cynthia Church, RMC  
 Township Clerk

**A RESOLUTION AUTHORIZING AN INTERLOCAL SERVICES AGREEMENT  
WITH THE BOROUGH OF HOPATCONG FOR THE FURNISHING OF  
ANIMAL CONTROL SERVICES AND ANIMAL POUND/SHELTER SERVICES**

WHEREAS, the Borough of Hopatcong has offered to provide the Borough of Wharton, Borough of Mt. Arlington, Borough of Stanhope, and the Township of Bryam with animal control services and animal pound/shelter services pursuant to N.J.S.A. 26:3A-1, et seq. and N.J.A.C. 8:52-2.1; and

WHEREAS, the Borough of Wharton wishes to utilize said services.

NOW, THEREFORE, BE IT RESOLVED by the Governing Body of the Borough of Wharton in the County of Morris and State of New Jersey as follows:

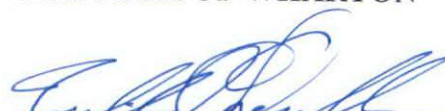
1. An Interlocal Services Agreement for the furnishings of animal control services and animal pound/shelter services to the Borough of Wharton Borough of Mt. Arlington, Borough of Stanhope, and the Township of Bryam is hereby approved pursuant to the provisions of the Interlocal Services Act, N.J.S.A. 40:8A-1 et seq. Said Agreement is on file in the office of the Borough Clerk and may be inspected by the public during normal business hours.
2. The Mayor and Borough Clerk are hereby authorized and directed to execute said Interlocal Services Agreement on behalf of the Borough.
3. A copy of the fully executed agreement shall be forwarded to the Morris County Joint Insurance Fund.

Adopted: January 4, 2022

ATTEST:

  
\_\_\_\_\_  
Gabrielle Evangelista,  
Borough Clerk

BOROUGH OF WHARTON

  
\_\_\_\_\_  
WILLIAM J. CHEGWIDDEN,  
MAYOR



Fully-Executed original

RECEIVED

JAN 14 2021

## ANIMAL CONTROL SERVICES AND ANIMAL POUND/SHELTER SERVICES AGREEMENT

THIS AGREEMENT ("Agreement") is made, entered into and executed this 1<sup>st</sup> day of January 2022, by and between the Township of Byram, having its municipal offices located at 10 Mansfield Drive, Stanhope, NJ 07874 ("Byram"), the Borough of Mt. Arlington having its municipal offices located at 419 Howard Boulevard, Mount Arlington, NJ 07856 ("Mt. Arlington"), the Borough of Wharton having its municipal offices located at 10 Robert Street, Wharton, NJ 07856 ("Wharton"), and the Borough of Stanhope having its municipal offices located 77 Main Street, Stanhope, NJ 07874 ("Stanhope"), Byram, Mt. Arlington, Wharton and Stanhope hereinafter referred to collectively as the "Recipient", "Recipients" or "Recipient municipalities", and the Borough of Hopatcong, having its municipal offices located at 111 River Styx Road, Hopatcong, NJ 07843, hereinafter referred to as the "Provider" or "Hopatcong". The parties hereto contract and agree as follows:

### A. ADMINISTRATION:

1. The Provider's Animal Control Officer is designated the statutorily recognized Animal Control Officer for the Recipients.
2. The Provider's Animal Control Officer is also designated the Animal Control Officer of the Recipients for all animal control emergencies.
3. The Animal Control Officer shall provide technical and professional services to assure the provision of core public health services, along with any elected services, as they relate to animal control, that meet the regulatory standards and associated regulations set forth at "Public Health Practice Standards of Performance for Local Boards for Local Boards of Health in New Jersey", N.J.A.C. 8:52-1 *et seq.*
4. The Animal Control Officer shall assess animal control needs, plan, organize and implement activities within the Recipient municipalities.
5. The Animal Control Officer shall administer the local animal control program meeting the regulatory standards and associated regulations set forth at "Public Health Practice Standards of Performance for Local Boards of Health in New Jersey", N.J.A.C. 8:52-1 *et seq.*
6. The Animal Control Officer shall lead the investigation of, and public health response to, all emergencies, and situations within the Recipient municipalities as they relate to animal control.
7. The Provider's Animal Control Officer, or back-up, shall respond 24/7 to all emergencies and situations as they relate to animal control.
8. The Animal Control Officer shall provide the Recipients and their respective Local Boards of Health with monthly performance and activity reports.
9. The Animal Control Officer shall provide the Recipients and their respective Boards of Health with an annual report at the close of the calendar year.
10. The Provider will be responsible for its own insurance, repairs, maintenance, or replacement of any damaged or unusable apparatus, vehicles, and inspection as the same relate to performance hereunder.

## B. SERVICES OF ANIMAL CONTROL OFFICER:

1. The Provider agrees to perform animal control services for the Recipients, and shall supply its State-approved pound facility in connection with the services to be undertaken by its Animal Control Officer.
2. In the event that the qualified Animal Control Officer designed by Provider shall be away for a period of vacation or otherwise, the Provider shall replace said Animal Control Officer with another qualified person.

## C. ANIMAL POUND/SHELTER SERVICES:

1. The Provider operates an animal shelter located on Flora Avenue in the Borough of Hopatcong, Sussex County, New Jersey (hereinafter the "Shelter"). Provider hereby agrees to provide animal pound and shelter services to Recipients through the Shelter, pursuant to the terms defined and discussed herein. The Provider shall operate and maintain the Shelter as required by N. J. A. C. 8:23A-1 *et seq.*
2. Provider authorizes and allows the Recipients to have their respective captured dogs and cats delivered to the Shelter on an as-needed basis.
3. Provider will accommodate delivered cats and dogs in the Shelter for the mandatory holding period, as required by N. J. A. C. 8:23A-1.10-1 *et seq.*
  - a. In the event any animal delivered to the Shelter is claimed by its rightful owner, the owner of the animal shall be responsible for payment of any daily boarding fees and picking fees, as defined in the Code of the Borough of Hopatcong, Section 248-6. Further, the owner of the animal will be responsible for any required veterinary costs during the lodging. This payment shall be made by the animal owner directly to Hopatcong.
4. Provider will take full ownership of any unclaimed animal after the required hold period, and will continue to house and care for those unclaimed animals, and will make every attempt to place them in responsible homes at Provider's sole reasonable discretion and cost.
5. Impoundment other than strays, but otherwise required by State law or regulation, shall be subject to a case-by-case agreement with Hopatcong for associated housing and medical needs. Examples of this are a large number of animals in the Shelter at one time, such as in a hoarding situation, or the trapping of feral cats, animal cruelty cases, or the impoundment of an animal suspected as vicious or potentially dangerous.

## D. INSURANCE:

1. The Provider will keep in force, at its own expense, Comprehensive General Liability Insurance with insurance companies licensed in the State of New Jersey or with a County Municipal Joint Insurance Fund, which insurance shall be evidenced by Certificates and/or policies as reasonably determined by the Provider in consultation with the Recipients.
2. The Provider shall provide such Comprehensive General Liability Insurance with a combined single limit of \$1,000,000/\$3,000,000 aggregate for bodily injury and property damage. This insurance shall indicate on the Certificate of Insurance the following coverage:

- Operations
  - Use of Independent Contractors and/or Subcontractors
  - Products and Completed Operations
  - Broad Form Contractual
  - Broad Form Property Endorsement
3. Certificates of Insurance shall be delivered to the Recipients, prior to the commencement of this Agreement, and all Certificates of Insurance shall state that the “Recipients” are named as “additional insured” for the term of this Agreement, with 30 day written notice prior to any cancellation, termination or material change in coverage.
  4. The insurance required under this section shall protect the Recipients and all subcontractors, respectively, against damage claims which may arise from operations or services rendered under this Agreement, whether such operations or services are by the Provider as the Insured, or by anyone directly or indirectly employed by the Provider, and also against any of the special hazards which may be encountered in the performance of this Agreement.
  5. All policies and Certificates of Insurance shall be approved by the parties prior to the inception of any work under this Agreement.

#### E. INDEMNIFICATION:

1. The Provider agrees to indemnify, save, defend, and hold harmless the respective Recipients, including their respective officers, trustees, employees and agents, from any and all liability and claims for damages or injury, including reasonable attorney’s fees and costs, caused by, or resulting from, the willful misconduct and/or the negligent acts or omissions of the Provider, including its officers, trustees, employees and agents, including the Animal Control Officer, arising out of this Agreement or any of the obligations assumed by the Provider hereunder. The Provider’s liability with respect to indemnification shall be limited to that degree of liability determined by a court of competent jurisdiction to be the proportionate liability of the Provider. The Provider, upon notice from any Recipient, shall resist and defend, at the expense of the Provider, any such action or proceeding with counsel reasonably satisfactory to the Provider. In addition, the Recipient may engage separate counsel to appear on its behalf in such action or proceeding without waiving its rights or the Provider’s indemnification obligation under this Paragraph.
2. The Provider also agrees to indemnify, defend, save, and hold harmless the respective Recipients, their respective officers, employees, agents and each and every one of them, against and from all claims, suits, costs, expenses, fees (including reasonable attorney’s fees and costs), and from all damages of every kind and description, incurred by reason of the injury or death of any person or persons, or by reason of property damage to any property, which arises from or in any manner grows out of the willful misconduct or negligent acts, errors or omissions of the Provider or its subcontractors, officers, agents or employees of either, including without limit the Animal Control Officer.

#### F. FINANCIAL TERMS:

1. The Provider shall charge a yearly fee to each Recipient for any and all services listed in this Agreement, as well as those services listed in the Appendix hereto:

- The yearly fee is divided amongst the Recipient municipalities as follows:
  - Byram Township = \$7,500
  - Borough of Mt. Arlington = \$5,400
  - Borough of Stanhope = \$6,450.00
  - Borough of Wharton = \$6,600
- a. For each year during the term of this Agreement, Byram, Mt. Arlington Stanhope and Wharton, will pay Hopatcong their respective fees in advance, at a rate of twenty-five (25%) percent of their total annual fee in four (4) payments. The first payment shall be made by January 31, the second Payment by March 31, the third payment by June 30, and the last payment by September 30.
- b. Payments received more than thirty (30) days after the above listed due dates shall be subject to interest of five (5%) percent of the quarterly payment, retroactive to its original due date.
- c. In the event that an animal is in need of emergent care, e.g., surgery or similar services, the same is outside of the scope of normal care within the intendment of this Agreement, and the cost of such emergent care will be borne by the respective Recipient.

#### G. DURATION AND TERMINATION:

1. The term of this Agreement shall be for one (1) year, commencing on January 1, 2022, and expiring on December 31, 2022. Any party may cancel this Agreement at any time for any reason, upon ninety (90) days written notice to the other parties hereto. Such notice shall be given in writing pursuant to the terms of this Agreement.

#### H. MISCELLANEOUS:

- The Provider shall provide Recipients with written notice any time there is a fee structure change in Chapter 248 of the Hopatcong Borough Code that would affect the owners of animals within the respective Recipient municipalities.
- All notices to Provider shall be sent to: Borough Administrator, the Borough of Hopatcong, 111 River Styx Road, Hopatcong, New Jersey 07843.
- All notices to the respective Recipients shall be sent to the following:
  - Township Manager, the Township of Byram, 10 Mansfield Drive, Stanhope, New Jersey, 07874.
  - Borough Administrator, the Borough of Mt. Arlington, 419 Howard Boulevard, Mount Arlington, New Jersey, 07856.
  - Borough Administrator, the Borough of Stanhope, 77 Main Street, Stanhope, New Jersey 07874.



- Borough Administrator, the Borough of Wharton, 10 Robert Street, Wharton, New Jersey, 07856.
- All notices to be given under this Agreement shall be in writing, and shall be served personally, by overnight courier, sent by email (with confirmation or acknowledgement of receipt), or sent by United States registered mail.
- This Agreement contains all of the terms and conditions of the parties hereto with respect to the subject matter hereof, and may not be modified orally or in any other manner, other than by agreement in writing signed by all parties hereto, or their respective successors in interest.
- If any section, paragraph, sentence or portion of this Agreement or the application thereof to any party or circumstance shall, to any extent, be or become invalid or illegal, such provision is and shall be null and void, but, to the extent that said null and void provisions do not materially change the overall agreement and intent of this entire Agreement, the remainder of this Agreement shall not be affected thereby, and each remaining provision of this Agreement shall be valid and enforceable to the fullest extent provided by law.
- This Agreement shall be governed by and in accordance with the laws of the State of New Jersey.

Valerie A. Egan  
Valerie Egan, Borough Clerk

Michael Francis  
Michael Francis, Mayor

ATTEST

TOWNSHIP OF BYRAM

Cynthia Church  
Cynthia Church, Municipal Clerk

Alexander Rubenstein  
Alexander Rubenstein, Mayor

ATTEST

BOROUGH OF MT. ARLINGTON

\_\_\_\_\_  
, Municipal Clerk

\_\_\_\_\_  
, Mayor

ATTEST

BOROUGH OF WHARTON

\_\_\_\_\_  
, Municipal Clerk

\_\_\_\_\_  
, Mayor


ATTEST

BOROUGH OF STANHOPE

\_\_\_\_\_  
, Municipal Clerk

\_\_\_\_\_  
, Mayor

ATTEST

  
*Valerie A. Egan*

Valerie Egan, Borough Clerk

BOROUGH OF HOPATCONG

  
Michael Francois, Mayor

ATTEST

\_\_\_\_\_  
Cynthia Church, Municipal Clerk

TOWNSHIP OF BYRAM

\_\_\_\_\_  
Alexander Rubenstein, Mayor

ATTEST

  
*Matthew N. Bansch*

Matthew N. Bansch, Municipal Clerk

BOROUGH OF MT. ARLINGTON

  
Michael Stanzilis, Mayor

ATTEST

\_\_\_\_\_  
Gabrielle Evangelista, Municipal Clerk

BOROUGH OF WHARTON

\_\_\_\_\_  
William Chegwiddden , Mayor

ATTEST

\_\_\_\_\_  
Ellen Horak, Municipal Clerk

BOROUGH OF STANHOPE

\_\_\_\_\_  
Patricia Zdichocki, Mayor

ATTEST

Valerie A. Egan  
Valerie Egan, Borough Clerk

BOROUGH OF HOPATCONG

Michael Francis  
Michael Francis, Mayor

ATTEST

Cynthia Church  
Cynthia Church, Municipal Clerk

TOWNSHIP OF BYRAM

Alexander Rubenstein  
Alexander Rubenstein, Mayor

ATTEST

Matthew N. Bansch  
Matthew N. Bansch, Municipal Clerk

BOROUGH OF MT. ARLINGTON

Michael Stanzilis  
Michael Stanzilis, Mayor

ATTEST

Gabrielle Evangelista  
Gabrielle Evangelista, Municipal Clerk

BOROUGH OF WHARTON

William Chegwidde  
William Chegwidde, Mayor

ATTEST

Ellen Horak  
Ellen Horak, Municipal Clerk

BOROUGH OF STANHOPE

Patricia Zdichocki  
Patricia Zdichocki, Mayor

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written.

ATTEST

BOROUGH OF HOPATCONG

\_\_\_\_\_  
Valerie Egan, Borough Clerk

\_\_\_\_\_  
Michael Francis, Mayor

ATTEST

TOWNSHIP OF BYRAM

\_\_\_\_\_  
Cynthia Church, Municipal Clerk

\_\_\_\_\_  
Alexander Rubenstein, Mayor

ATTEST

BOROUGH OF MT. ARLINGTON

\_\_\_\_\_  
, Municipal Clerk

\_\_\_\_\_  
, Mayor

ATTEST

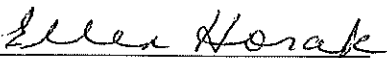
BOROUGH OF WHARTON

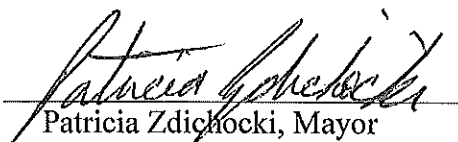
\_\_\_\_\_  
, Municipal Clerk

\_\_\_\_\_  
, Mayor

ATTEST

BOROUGH OF STANHOPE

  
\_\_\_\_\_  
Ellen Horak, Municipal Clerk

  
\_\_\_\_\_  
Patricia Zdichocki, Mayor



## Appendix

### ANIMAL CONTROL SERVICES TO BE PROVIDED BY THE PROVIDER

#### 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 Trap, Neuter, Return (“TNR”) cats.

#### Stray Domestic Animal Apprehension and Impoundment

1. Provider 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. Provider 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. Provider shall respond, impound, and transport to a veterinarian all severely injured stray dogs and cats found within the borders of the contracting municipality.
4. Provider 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. If the offending dog is found guilty or an agreement of ownership is made between the Municipality and the Owner, it shall be the responsibility of the Municipality to enforce any court order. This includes but is not limited to conducting compliance checks and ensuring any kenneling or veterinary bills are paid.
5. Under the direction of the Municipality, Provider shall respond and investigate stray cat complaints within the borders of the contracting municipality. Provider shall require the complaining party to wait a period of 3 days prior to any attempts in capturing, removing or TNRing the animal unless the animal is reported to be sick or injured. This allows the animal to return to its owner.

1. Provider shall conduct a site visit (welfare check) to determine if the cat(s) are owned or truly stray based on the Municipalities ordinances. Upon completion of the site visit a report will be forwarded to the municipality for approval prior to any action taken unless the cat(s) in question is stray and is severely injured. If the Municipality determines a cat is owned, we will give the resident a timeframe set forth by the Municipality to become compliant with whatever ordinances are relevant, and enforce them as needed. Only under a direct Health Order or Approved Seizure by the Humane Law Enforcement officer or their Municipal Representative will we impound and remove an owned cat.
2. If traps are required, the duration of the trapping will not exceed five (5) days unless cats are actively being captured. Provider 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. Provider will pick up the trapped cat and transport it to a holding facility. Complaining parties are required to trap only during hours which will be provided to them.
3. In situations where the municipality approves TNR of feral owned cats, Provider shall offer that service to residents in agreement with the Recipient municipality.
4. Any cat that has been provided food, shelter, or any care whatsoever shall not be considered stray and the resident shall be responsible for the costs of the animal removal (surrender, TNR, etc). The municipality may choose to cover these costs on a case-by-case basis.
6. Provider shall reserve the right to charge residents or businesses requesting services not included in the Agreement. These services include, but are not limited to, owned feral and unwanted cat removal on private property.
7. Provider networks with several area rescue groups and shelters for the placement of their unclaimed stray animals taken and impounded by Animal Control.

### **Rabies Quarantine and Testing**

1. At the direction of the local, county, or state Board of Health or Health Officer, Provider shall respond and attempt to take appropriate action under New Jersey Health Code as to all reported animal bites within the borders of the contracting municipality.
2. Provider shall conduct quarantines and releases as per New Jersey Health Code during normal business hours. Quarantines and releases can be done by dated photograph, video call or by the Owner's veterinarian.
3. Provider shall make attempts over a 3-day period to contact the Owner of the animal that is required to be placed under quarantine or being released from quarantine. One of these attempts shall be a physical visit to the residence as long as that residence is in the jurisdiction of this Agreement.
4. If the Owner isn't able to be reached or is uncooperative, Provider shall return the quarantine/ confinement notice back to the municipal or county health officer for further action on their part.
5. If rabies testing is required, Provider shall transport the biting animal to a local veterinarian to be prepared for testing.
6. Provider will transport rabies specimens to local and county health offices for transport or utilize state courier.

7. Provider will not transport rabies specimens to State Health offices.
8. Provider shall keep and maintain accurate records of each animal quarantined as per New Jersey Law.

### **Wildlife**

1. Provider shall respond to all incidents involving wildlife that has bitten any human or companion animal within the borders of the municipality. Municipal Police may be required to euthanize the suspect animal at the request of the Provider or the Animal Control Officer. The biting animal's remains will be transported to a veterinarian to be prepared for rabies testing.
2. Provider shall respond, attempt to remove and release all small wildlife that the Animal Control Officer feels is not sick or injured, that has entered and is occupying the immediate living space of a residence. Examples of areas not considered immediate living spaces are but not limited to attic, basement, crawlspace, chimneys, walls, ductwork, roofs, garages, out buildings, commercial property, trashcans, traps, trees, front or back porches, dumpsters, or any other property that is not inhabited. All other wild animal issues will be considered nuisance wildlife.
3. Provider shall respond and attempt to capture and transport to a wildlife rehab all orphaned, sick or injured small wildlife during the rehab's hours of operation. Though uncommon, due to the restricted hours and rules of local wildlife rehabs and employee safety concerns, Municipal Police may be required to euthanize the suspect animal if the animal is hopelessly suffering. The request to euthanize the animal may be given via telephone.
4. Wild animals injured due to a resident's or their representative's carelessness or deliberate actions shall not be the responsibility of Provider. The resident or their representative shall be directed to contact a Wildlife rehab or New Jersey State Fish and Game. The resident or their representative shall be responsible for transport of the animal to the rehab or other state approved location. They can do this through private contractor such as a pest control service. This includes but is not limited to trapping, snaring, poisoning, cutting down trees habited by wildlife, sealing up wildlife dens or holes wildlife has created to access living areas, and improper exclusion.
5. All Deer, Bear, Bob Cat, Coyotes, birds covered under the U.S. 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.
6. 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 statute 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 requesting nuisance wildlife removal shall be directed to call a licensed wildlife removal service or the NJ Dept. of Fish and Game.
7. Provider shall respond and remove all dead small wildlife to include raccoons, opossums, squirrels, fox, large birds such as raptors, and skunks from public roadways and Municipal owned property. Skunks will be picked up 72 hours from the date they are reported. This is to allow the smell to naturally dissipate. All other dead wild animals will not be the responsibility of the Provider or any contractor thereof, including the Animal Control Officer, this includes but is not limited to deer, bear, coyote, small birds, vermin, livestock, equine, and fish.

8. Provider shall reserve the right to charge residents or businesses requesting services not included in the Agreement. These services include, but are not limited to, nuisance wildlife removal.
9. For contractual purposes all Wild Birds shall be considered Wildlife, and restrictions listed above shall also apply to them.

### **Livestock**

1. Provider 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, Provider 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 will be directed to call the NJ Dept. of Agriculture and may request temporary holding of the stray livestock at their designated 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/person holding the animal.

### **Pet Licensing**

1. Provider shall at a date and time directed by the contracting municipality, sign summons against residents that are noncompliant with pet licensing. Yearly summoning from the unlicensed pet list provided by the municipality will be conducted after October 1st. The municipality shall be required to fill out each summons and notify Provider when completed. Provider will then send an Animal Control Officer to sign each summons.

### **Court, Ordinance and Law Violations**

1. Provider shall issue summons at the discretion of the Municipality under local ordinances and State Statutes.
2. Provider shall appear to and at all mandated court hearings.

### **Animal Cruelty**

Provider shall forward all animal cruelty complaints to the municipal Humane Law Enforcement Officer. The Humane Law Enforcement Officer will handle the complaint from that time forward. Responding to animal cruelty incidents will be the responsibility of the Municipal Humane Law Enforcement Officer, the County Prosecutors Office, and the designated County SPCA under state statute. Under NJ Statute the designated County SPCA is responsible for the care of all animals seized under the animal cruelty statutes. If the designated County SPCA is unavailable, Provider may help in transporting the dogs and cats that are seized if they choose to use a holding facility or veterinarian used by Provider. Any animals held at a holding facility or veterinarian used by Provider shall remain until directed by the Humane Law Enforcement Officer. If the animal(s) in questions are surrendered or custody is transferred to the Municipality, it shall be the responsibility of the Municipality to facilitate the placement of the animal.

Typical Animal Cruelty Incidents include but are not limited to:

1. **Animal hoarding:** Animal hoarding is defined as any abundance of animals that exceeds normal ownership and is averse to the health of the occupant of the home, to the animal, or to the residents of the municipality. N.J.S.A. 4:22-17.8.
2. **Animal Abandonment:** Animal abandonment is defined as any owned animal left behind or permitting an animal to be abandoned in circumstances that can cause harm to the animal if not attended. A common example is an animal left behind during a property eviction. N.J.S.A. 4:22-20.
3. **Failure to provide shelter / Tethering Law:** Tethering an animal for an extended period of time, or failure to provide an animal with proper shelter if outside during adverse conditions. N.J.S.A. 4:22-17.2, N.J.S.A. 4:22-17.5.
4. **Leaving an animal in a motor vehicle or transporting an animal in an unsafe manner.** N.J.S.A. 4:22-18.

### **Owned Animal Incidents**

Notwithstanding the New Jersey Dangerous Dog Act, it is expressly agreed, that Animal Control does not have the statutory authority to seize or impound owned animals from their Owner's property or property that they reside at without the Owner's permission. This includes but is not limited to situations where the Owner is evicted, arrested, or hospitalized. If the Owner is unable to take care of their animal, they need to make arrangements with another party for the care of their animals. Upon request, Animal Control will provide a list of rescue organizations that may temporarily house the animal. If no rescue is available, the Owner will be forwarded to a boarding facility. If the Owner refuses or is otherwise unable to find suitable housing, the Animal Control Officer will notify the Municipal Humane Law Enforcement Officer for direction. Provider 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 available through Provider.

In the event of the Owner's arrest, or hospitalization where they are occupying a motor vehicle with their pet, Provider 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, or thereafter, the case will be transferred to the Municipal Humane Law Enforcement officer for direction.

- a. In 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 residence. 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 Prosecutor's 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 Prosecutor's 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 Prosecutor's office requests the removal of animal(s) and transport to a holding facility through Provider, they must provide a copy of the executed warrant of removal to Provider prior to any employee of Provider entering the premises and removing the animal.

- c. In the event of the Owner's 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 Prosecutor's office should seize the animal(s) for their well-being until a responsible party is located.
- d. Under N.J.S.A. 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 be deposited into the municipal animal welfare fund.

### **Record Keeping**

1. Provider shall keep and maintain accurate records of all actions performed within the borders of the contracting municipality, and forward these records to the contracting municipality as indicated below or in accordance with applicable law, including any records retention schedules. Once these reports are forwarded to the Municipality, Provider shall not be required to keep or forward additional copies again except as provided for in accordance with applicable law, including any records retention schedules. It is up to each Municipality to keep records in accordance with State and Federal Law.
  1. Provider shall provide a monthly report of records pertaining to the prior month's activities, no later than the 10th day of following month to the contracting municipality. These reports shall be kept by the Municipality to fulfill any OPRA or Discovery requests, or otherwise comply with applicable law.
  2. Provider shall provide an annual report of records pertaining to the prior year's activities, no later than the 10th day of the January of the following year. These reports shall be kept by the Municipality to fulfill any OPRA or Discovery requests, or otherwise comply with applicable law.
2. Under NJ Dept. of Health regulations, all holding facilities should provide animal intake and outcome numbers. This is commonly known as the New Jersey Shelter and Pound Survey. As strictly an animal control agency, the NJ Dept. of Health will not allow Provider to participate in this survey. Our monthly and yearly reports contain all information that would be found on the survey. Non-veterinary holding facilities used by Provider may participate in the survey, but the animals are listed under the specific facility along with other animal control agencies and animal rescues in which they care for animals.

### **Emergency Disaster Response**

During a “State of Emergency,” under the direction of the municipality and Emergency Management Coordinator Provider shall attempt rescue and transport all displaced and injured animals to a holding facility designated by the municipality. Provider shall be classified by the County OEM coordinator as a first responder prior to responding to an incident during a “State of Emergency”. Due to the emergent need for disposition in connection with such events, Provider reserves the right to prioritize requests for assistance. During major incidents, the municipality shall first request support from the County Animal Emergency Response Team. If under an emergency fuel ration, the municipality shall permit Provider to refuel at their municipal fuel depot if they require Provider to respond to incidents in that municipality during that time.