

RESOLUTION R.025-012021

**EXPLANATION: THIS RESOLUTION AUTHORIZING ENTERING OF A SHARED SERVICES AGREEMENT
WITH THE TOWNSHIP OF PISCATAWAY TO PROVIDE ANIMAL CONTROL SERVICES EFFECTIVE
JANUARY 1, 2021 FOR A TERM OF THREE (3) YEARS**

WHEREAS, the Township of Piscataway is in need of a Animal Control Officer services for the calendar years 2021 and 2023; and

WHEREAS, the Township of Edison has the capacity to and seeks to provide animal control services, including the regulation, collection, and housing of stray animals, to the Township of Piscataway for the purpose of promoting efficiency in government and reducing respective expense for such services; and

WHEREAS, in the furtherance, the Parties desire to enter a Shared Services Agreement, pursuant to the Shared Services Act to establish the terms of the Township's provision of animal control services to be charged as a monthly amount of \$5,888.10 effective January 1, 2021 and continuing for a term of three (3) years; and

WHEREAS, the Agreement provides for and shall be subject to cancellation by either party upon thirty (3) days written notice, and

WHEREAS, the Municipal Council of the Township of Edison seeks to hereby authorize the Township's entering and execution of the Agreement.

NOW, THEREFORE, IT IS RESOLVED by the Municipal Council of the Township of Edison, County of Middlesex, State of New Jersey as follows:

Section 1. The foregoing recitals are hereby incorporated by reference as if fully repeated herein.

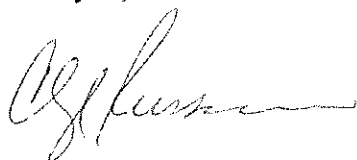
Section 2. The form of the Agreement is hereby approved, and the Municipal Council authorizes and directs the Mayor to execute the Agreement on behalf of the Township. A copy of this Resolution and the executed Agreement shall be maintained on file with the Township Clerk.

Section 3. The Township shall provide animal control services to Piscataway Township pursuant to the Agreement at a rate of \$5,888.10 per month, terminable upon thirty (30) days notice.

Section 4. The Township Clerk is hereby instructed to forward a copy of the signed Agreement to the Director of the Division of Local Government Services in the New Jersey Department of Community Affairs, for informational purposes, in accordance with the Shared Services Act, as well as the Business Administrator for the Township of Piscataway.

Section 5. This Resolution shall take effect immediately.

THIS IS TO CERTIFY that this is a true and compared copy of an Ordinance adopted by the Municipal Council of the Township of Edison at their Combined Meeting of January 11, 2021.



Cheryl Russomanno, RMC
Municipal Clerk

Shared Services Agreement
between the Township of Piscataway and
the Township of Edison

THIS AGREEMENT made this ____ day of January 2021 by and between the TOWNSHIP OF PISCATAWAY, a municipal corporation, hereinafter designated as the "Municipality", AND

The TOWNSHIP OF EDISON, a municipal corporation of the state of New Jersey having a shelter at 125 Municipal Boulevard, Edison, New Jersey, Middlesex County, New Jersey (Mailing Address: 100 Municipal Boulevard, Edison, New Jersey 08817), hereinafter designated as "Contractor" or "Edison".

WITNESSETH

WHEREAS, the Municipality is in need of a facility for regulating, collecting, keeping for redemption or destroying all stray animals found within municipal limits and for the furnishing of related services of an emergency nature; and

WHEREAS, pursuant to N.J.S.40:8A-1, et seq, the Municipality is authorized to contract with Edison for such services;

WHEREAS, Edison agrees to provide municipal animal control and sheltering services to the Municipality for the period beginning January 1, 2021 and ending December 31, 2023 subject to the terms of this Agreement,

NOW, THEREFORE, in consideration of the mutual promises and covenants hereinafter expressed, the parties hereto do hereby agree as follows:

1. **CONTRACT FEES:** The Municipality shall pay Edison an annual contract fee of \$70,657.23 per year throughout the contracted period. Payments are to be made monthly in the amount of \$5888.10. If payment is not made within thirty (30) days of the due date, Edison reserves the right to suspend or terminate this Agreement.
2. **APPREHENSION OF ANIMALS:** Edison's animal control officers shall apprehend and hold all dogs running at large in the Municipality as required by law under *N.J.S.A 4:19-15.16*. Officers will also respond to calls from the Municipality regarding dogs running at large, as well as stray dogs that have been confined by police and/or residents.

Edison will pick up confined cats, but shall allow that cats believed to be strays to be given a few days to return to their homes before they are fed or confined and considered to be lost or homeless.

Edison will set up humane cage traps for unapproachable cats or dogs on residential property and reserves the right to require a security deposit on traps. Such trapping will also be done at the request of the Department of Health at institutions and commercial properties. If trapping

is required on numerous occasions at institutions and commercial properties due to the failure of those entities to take the recommended actions to alleviate an ongoing problem, Edison may require such institutions and commercial operations to pay a fee of \$20.00 per animal removed.

Edison will initiate and/or assist with the apprehension and/or impoundment of dogs that Edison and/or the Municipality has reason to believe fit the criteria of "potentially dangerous" as outlined in N.J.S.A. 4:19-23. Both parties will discuss together the procedures and final disposition of any such cases on a case-by-case basis, as the individual circumstances may vary.

Edison will respond to calls regarding sick and injured wildlife. Injured wildlife immobilized due injury or illness will be picked up and safely transported to a New Jersey licensed wildlife rehabilitator, or if the condition warrants it, euthanized at the veterinarian's office. Larger animals such as adult white-tailed deer cannot be transported or euthanized on-site. Edison will contact the police or State wildlife officials for assistance when warranted.

Edison will remove small wildlife which appear healthy, but which have gained access to the living space within the home or commercial buildings, provided Edison deems such removal to be within the realm of expertise.

Edison will provide for and bear the expense of emergency treatment for injured dogs and cats not claimed by their owners.

3. **SURRENDER OF OWNED DOGS AND CATS:** Residents of the Municipality may surrender to Edison their dogs or cats that they are unwilling or unable to keep. Arrangements for surrendering should be made in advance by contacting the Edison Shelter Manager. Animals must be current on their rabies vaccination and owners must be able to provide a rabies certificate. Upon surrendering an animal, the owner must sign over permanent ownership of the animal(s) to Edison, which will then be responsible for vetting and any and all decisions regarding the animal(s) final disposition.
4. **REMOVAL OF DEAD ANIMALS:** At the request of the police department, Health Department or residents, Edison will remove from the roads and municipal, residential or commercial property, all dead dogs and cats and will dispose of their remains. At the request of residents, Edison will remove from their homes or properties their deceased pet dogs or cats and will dispose of the animal remains for a fee to the resident.
5. **ANIMAL SHELTERING:** Edison shall shelter the dogs and cats apprehended in the Municipality at the Edison shelter facility and will provide for their care for the period provided by law and will place for adoption or humanely euthanize, if warranted, in accordance with N.J.A.C. 8:23A-1.11 those not claimed or released by their owners in the manner prescribed by law.

For the purpose of expediting the identification and reclaiming of stray dogs and cats apprehended, the Municipality will supply to Edison and electronic copy of its dog and cat license lists in numerical order to be updated quarterly.

Any charges for necessary veterinary care provided to such animals while housed by Edison shall be the responsibility and paid by the owner of such animals at the time they are claimed.

Following the expiration of the minimum holding period required by law, Edison will continue to house and care for those unclaimed animals it deems to be suitable pets and will make every attempt to place them in responsible homes at its sole discretion. Edison will charge a fee to the adopters of said animals. The fee will be set and modified at Edison's sole discretion.

Dogs and cats with no known owners which have been apprehended and identified as having bitten a human shall be held in quarantine by Edison for the period prescribed by law. In cases where the local Health Officer deems it advisable as a matter of human safety to euthanize and test an animal rather than hold it in quarantine, Edison shall provide euthanasia and transportation to a local veterinarian for specimen preparation. The local health department will be responsible for arrangements and costs for specimen preparation, testing and transportation of the specimen for testing.

Edison does not provide quarantine services for owned dogs and cats. Such animals must be quarantined at the owner's veterinarian, a boarding facility (at the owner's expense) or in the person's home with approval from the Health Officer of the municipality.

Edison shall be entitled to retain any monies that it may collect for the claiming or adoption of the animals in the Edison shelter.

6. **RECORDKEEPING:** Edison will keep and maintain accurate records of each dog and cat impounded or sheltered by it. Records will show the date, place and circumstances under which each animal came into Edison's possession and the final disposition.

Edison will provide a monthly report of the records relating to the Municipality (along with the monthly invoice) and shall submit to the New Jersey Department of Health the annual shelter/pound survey of stray animal intake and disposition for all municipalities for which Edison provides animal control services.

The Municipality will continue to keep the necessary records and census of all dogs (and cats, if applicable) within its territory as required by law and will license all dogs (and cats, if applicable) within its territory as required by law.

7. **INSURANCE:** Edison will maintain general liability and automobile insurance in the minimum amounts of \$1,000,000 for bodily injury and property damage per each occurrence and

\$2,000,000 in the aggregate. Edison shall also carry a minimum of \$1,000,000 in excess liability coverage.

8. **ADDITIONAL CONDITIONS:** Edison shall not be obligated to perform the duties set forth in this agreement if it is determined by Edison that the performance of said duties presents an unreasonable risk of injury to an employee of another person.

Edison reserves the right to enter into an agreement similar to this with any other municipality in the State of New Jersey.

9. **CONTRACT TERMINATION:** Either party can terminate this Agreement, with or without cause, with thirty (30) days written notice to the other party.

10. **NOTICES:** Any notice required to be given under this agreement shall be deemed given, if in writing, and sent by certified mail to:

As to Contractor:

Edison Township
c/o Edison Department of Health and Human Resources
100 Municipal Boulevard
Edison, New Jersey 08817

As to Municipality:

Township of Piscataway
c/o Business Administrator
455 Hoes Lane
Piscataway, New Jersey 08854

11. **ENTIRE AGREEMENT:** This Agreement contains the entire understanding of the parties. It may not be changed orally, but only by an agreement in writing signed by the party against whom enforcement of any waiver, change, modification, extension or discharge is sought.

The provisions hereof shall be governed by and interpreted in accordance with the laws of the State of New Jersey, and this Agreement shall, for all purposes, be deemed to be a New Jersey Contract.

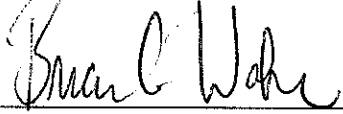
12. **MODIFICATION OF CONTRACT:** No changes may be made in this contract unless in writing and signed by the parties.
13. **SEVERABILITY:** Each paragraph and provision of the Contract is severable and if one portion is invalid, the remaining portions shall nevertheless remain in full force and effect.

14. **PRIOR AGREEMENTS:** Any prior agreements between the parties are deemed terminated and superseded by this agreement.

This contract may be terminated by either party upon 60 days written notice by certified mail.

IN WITNESS WHEREOF, the parties hereto have signed and sealed these presents the day and year first above written.

TOWNSHIP OF PISCATAWAY



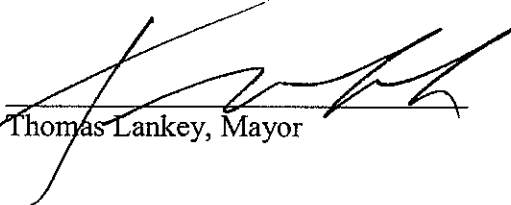
Brian Wahler, Mayor

Attest:



Melissa Seader, RMC,
Municipal Clerk

TOWNSHIP OF EDISON



Thomas Lankey, Mayor

Attest:



Cheryl Russomanno,
Township Clerk