

OPRA

Clerk / Engineering

From: Elizabeth Mattfield <opra+request-57604-5e4c3c14@requests.opramachine.com>
Sent: Wednesday, January 24, 2024 11:38 PM
To: OPRA
Subject: OPRA request - Animal Control Contract, Impound Facility, and Animal Control Logs

Dear Scotch Plains Township,

This is a request for public records made under OPRA and the common law right of access. I am not required to fill out an official form. Please acknowledge receipt of this message.

Records requested:

1. Executed contract between Scotch Plains and animal control providers for municipal animal control services.
2. Executed contract between Scotch Plains and its animal shelter for municipal shelter services and impound facilities.
3. Animal control budget for years 2023 and 2024
4. Animal control call log for 2023 and 2024

Yours faithfully,

Elizabeth Mattfield

Please deliver records electronically via email to the below UNIQUE address for all replies to this request:
opra+request-57604-5e4c3c14@requests.opramachine.com

Is opra@scotchplainsnj.com the wrong address for OPRA requests to Scotch Plains Township? If so, please contact us using this form:

https://opramachine.com/change_request/new?body=scotch_plains_township

Disclaimer: This message and any reply that you make will be published on the internet. Our privacy and copyright policies:

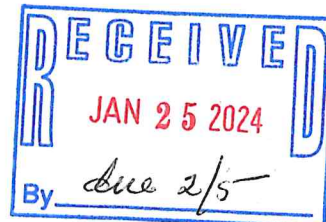
<https://opramachine.com/help/officers>

View this OPRA request & responses online:

https://opramachine.com/request/animal_control_contract_impound

Please note that in some cases publication of requests and responses will be delayed.

If you find this service useful as an OPRA custodian, please ask your web manager to link to us from your organisation's website.



Explanation: Resolution Authorizing a 3 Year Shared Service Agreement (January 2023 thru December 2025) with the Plainfield Area Humane Society for Animal Control Officer and a Municipal Humane Law Enforcement Officer Services.

TOWNSHIP OF SCOTCH PLAINS
RESOLUTION NO. 2023-44

WHEREAS, the Township of Scotch Plains and the Plainfield Area Humane Society have negotiated and agreed upon terms and conditions for the provision of Animal Control Officer and a Municipal Humane Law Enforcement Officer Services; and

WHEREAS, Plainfield Area Humane Society has a qualified service capable of providing services aforesaid to the Township of Scotch Plains; and

WHEREAS, Township of Scotch Plains believes that a Shared Service Agreement with the Plainfield Area Humane Society for Animal Control Officer and a Municipal Humane Law Enforcement Officer Services will be beneficial to their taxpayers; and

WHEREAS, the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A: 65-1 authorizes joint activities among public entities and was enacted with the intent to facilitate and promote Interlocal Shared Agreements; and

WHEREAS, the Township of Scotch Plains has/will budget the following amounts for the provision of Animal Control Officer and a Municipal Humane Law Enforcement Officer Services:
Year 2023: \$45,000.00; Year 2024: \$47,500.00; and Year 2025 \$50,000.00; and

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Township of Scotch Plains that the attached form of agreement between the Township of Scotch Plains and the Plainfield Area Humane Society (attached hereto as Exhibit "A"), for the provision of Animal Control Officer and a Municipal Humane Law Enforcement Officer Services is hereby authorized for a period of three years, as contained therein, and the Mayor and the Township Clerk are hereby authorized to sign the same.

BE IT FUTHER RESOLVED the Chief Financial Officer hereby certifies that there are available funds not to exceed \$45,000.00 for 2023.

BE IT FURTHER RESOLVED, that the Township of Scotch Plains hereby appoints Shaune Jones ACO/ACI and /or Roseanna Schenck ACO of the Plainfield Area Humane Society as the Municipal Humane Law Enforcement Officers.

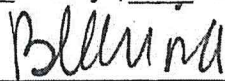
Dated: January 2, 2023

RECORD OF VOTE

RECORD OF VOTE									
COUNCILMEMBER	YES	NO	NV	AB	COUNCILMEMBER	YES	NO	NV	AB
ADAMS	X				ZIMMERMAN	X			
STAMLER	X				MAYOR LOSARDO	X			
WHITE	X				COMMENT				
MOTION	ZIMMERMAN				SECOND	WHITE			
X- INDICATES VOTE AB- ABSENT NV- NOT VOTING									

Certified copy of a resolution adopted
at a regular meeting of the Township
Council of the Township of Scotch Plains,
Union County, New Jersey on

January 2, 2023



Bozena Lacina, RMC
Municipal Clerk

PLAINFIELD AREA HUMANE SOCIETY ANIMAL CONTROL SERVICES AGREEMENT

This animal control services agreement ("Agreement") is made between Plainfield Area Humane Society ("Society") located at 75 Rock Avenue, Plainfield, New Jersey 07063, and Township of Scotch Plains ("Township") located at 430 Park Avenue, Scotch Plains, NJ 07076. The Township agrees to retain Society and Society agrees to provide animal control services.

1. DEFINITIONS

"Livestock Animal" means any equine, bovine, ovine, caprine, emu, ostrich, or poultry, excluding waterfowl.

"Wildlife" means any mammal, bird, or reptile except Livestock Animal, dog, cat or horse, mule, or donkey.

"Owner" means any person with a property right in a Livestock Animal, dog, cat or horse, mule or donkey.

"Rabies Suspect Animal" means any animal that is presumed to be harboring or spreading rabies.

"ACO" means an animal control officer who has been trained and certified by the State of New Jersey to enforce the laws of the state relating to animal control, animal welfare and animal cruelty.

"Microchip" means an implanted device that provides a means for identification of the Owner of an animal.

"Running-at-large" means a dog, cat or Livestock that is off the property of its Owner, without the supervision of its Owner or is on private property without the permission of that private property owner.

"Surrendered" means any dog or cat in which the Owner no longer wants.

"Stray" means any dog or cat that does not have an apparent Owner and has not been harbored or fed by a person for more than 14 consecutive days immediately prior to such animal's Surrender or capture by Society.

2. SCOPE OF SERVICES

Society's services shall consist of animal control services; collection of Rabies Suspect Animals; operation of a shelter; and submission of a monthly activity report (see "Services"), as further defined in Paragraphs A through E of this Section 2.

The Services shall be based on the New Jersey animal control statute N.J.S.A. 26:3A2-1 et seq. The Services shall be provided as follows:

- A. Animal Control Services: An ACO shall timely respond to calls and complaints from the public concerning lost stray, injured, dogs, cats, or Livestock, or ill and injured Wildlife. The ACO shall capture such animal, evaluate the animal for injury and if necessary arrange for veterinary care. Captured dogs and cats that do not require veterinary care shall be detained at Society's shelter. Captured Livestock shall be returned to its Owner. The Society will pick up dead domestic animals during regular business hours at no additional fee, and dead wildlife as deemed necessary by the municipal police department or board of health, excluding deer and rodents.

The Plainfield Area Humane Society will designate ACO's of the Society as ACO's of the Township.

An ACO shall investigate reports of dog bite incidents and animal cruelty.

Society shall be available for regular service calls Monday through Friday between the hours of 8:30 a.m. and 5:00 p.m. and Saturday between the hours of 8:30 a.m. and 3:00 p.m. ("Regular Service"). At all other times, including legal holidays, Society shall be available for emergency service calls ("Emergency

Service"). To contact Society for Emergency Service, the Township police department shall call Society's emergency telephone number and Provide a police officer to be present during all Emergency Services. Upon receiving an emergency service call from the police department, Society shall respond as soon as practicable. Society shall be under no obligation to respond to any calls made to the emergency service number that are not placed by the Township police department. The emergency telephone number of Society is (908) 510-3541. Township agrees not to publish or otherwise disclose this emergency service number to the general public.

In addition to the above services, the citizens of the Township may request optional services for a fee that is payable to Society at the time of the service. Such services may include removal of a sick or injured Wildlife from private dwellings, transportation of dogs or cats to a veterinary hospital and removal of dead dogs, cats and Wildlife, excluding deer and rodents from private property. Society reserves the right to perform such optional services at its discretion. Further, optional services will only be available during Regular Service hours.

- B. Emergency Services: On the request of the Police Department or the Department of Health, Society will respond to any emergency defined as follows: 1) a domestic animal has been injured or bitten; 2) an individual has been bitten. Emergency treatment will be given as required by law to any obviously ill or injured domestic animal to the extent necessary to save the life of the animal. The Shelter has designated the Plainfield Animal Hospital located at 2215 Park Avenue, South Plainfield, New Jersey as the emergency veterinarian. If the above designated veterinarian is not available during an emergency, the animal will be transported to Garden State Veterinary Services located at 643 Lincoln Highway, NJ-27, Iselin, New Jersey.

Charges for such treatment will be the responsibility of the Owner if such animal is claimed, and/or the Owner identified. If no owner is identified, the Borough will be responsible for the costs incurred to provide necessary emergency care in the amount of seven hundred and fifty dollars (\$750.00) as the upper limit for emergency procedures on unclaimed animals. If emergency care is anticipated to be in excess of the specified amount the animal will be humanely euthanized by the designated veterinarian.

- C. Collection of Rabies Suspect Animals: An ACO shall collect any Rabies Suspect Animal that has been identified as having bitten (a) a human being or (b) another animal. Wildlife shall not be quarantined and shall be euthanized immediately. Captured stray dogs and cats shall be held in quarantine by Society for the period prescribed by law. Society shall not collect or quarantine dogs or cats that are Owned. Owners shall be notified by the Township's health officer for instructions on how to quarantine their dog or cat.

After such quarantine period, Society shall have the Township health officer and a veterinarian decide if the animal is exhibiting signs of rabies and is a health risk to society. If such risk is established, then the animal shall be humanely euthanized and prepared for rabies testing. The Borough shall pay the expense of specimen preparation directly to the veterinarian. Society shall then transport the prepared specimen to the Borough's courier. Society will not provide transportation of the specimen to the laboratory for rabies testing.

- D. Quarantine Provisions: Any stray dog or cat charged with or suspected of biting a human being within the Township shall be impounded and quarantined and isolated from the other animals for a period of at least ten (10) days, unless directed otherwise by the local Board of Health.

Unless the animal is subsequently claimed (in which case the Owner shall be responsible for the costs of the quarantine period at a cost of twenty dollars (\$20.00) per day), the Borough will not be responsible for any additional charges.

- E. Operation of a Shelter: Society shall maintain a shelter for lost, Stray, abandoned, Surrendered or captured dogs and cats for adoption, inspection and reunification with their Owners. The shelter shall be open to the

public for at least three (3) hours a day, six (6) days a week, excluding legal holidays. The shelter is currently located at 75 Rock Avenue, Plainfield, New Jersey 07063.

Stray and captured dogs and cats shall be held by the Society for the period prescribed by the state regulations (seven days) for reunification with the Owner. If such animal has a collar, harness, or Microchip identifying its Owner, Society shall notify the Owner that the animal has to be claimed within ten (10) days of the mailing or actual notification date, otherwise the animal shall be made available for adoption. Written notification will be either hand delivered or mailed to the address identified. The Owner may claim such animal by providing proof of license and registration and paying of any expenses or fees regarding Society's detention, transportation, feeding, housing and provisions of healthcare for the animal. If proof of rabies vaccination cannot be provided by Owner, the veterinarian of record will provide vaccination prior to release for a fifty dollar (\$50.00) fee. After such period(s) of time, the dog or cat shall become the property of the shelter if not claimed.

Surrendered dogs, cats or other household pets shall be accepted by Society provided that the Owner must sign a release satisfactory to Society and pay a fee.

Monthly Activity Report: Each month Society shall provide to the police department and/or Board of Health an activity report which shall include a summary of animal control service calls; emergency calls; dogs and cats of licensing age adopted into the Borough; and dogs and cats reunited with the Owners without a current license and registration.

- F. Education: Humane education classes for Township citizens shall be provided from time to time and by appointment at no expense to the Borough.

If the Township requests any additional services or a change to the scope of Services, Society agrees to promptly evaluate such requests and provide a response. If an agreement is reached, it shall be reduced to writing and incorporated into this Agreement by way of an amendment. Society shall have no obligation to incorporate a change in Services without such amendment.

3. TOWNSHIP'S RESPONSIBILITIES

A police officer shall be present during all Emergency Services. Society shall be entitled to rely upon Township's and its agent's disclosures and information. For the successful and expeditious completion of the Services, Township and its agents shall diligently collaborate with Society and be responsive to any requests for information, approvals, invoices, payment requests and all other communications.

4. COMPENSATION AND PAYMENT PROCEDURE

Compensation for Services shall be \$3,618.45 per month (the "Services Fee") for the year 1/1/2023 -12/31/2023 and for the following two years with the second and third years being \$3,826.78 per month for 2024 and \$4,035.12 per month for 2025. After hours Emergency Services shall be one hundred and seven dollars and sixty three cents (\$107.63) per emergency case (the "Emergency Services Fee"). Disbursements incurred by Society, including but not limited to, shipping of quarantined rabies specimens, travel and other similar expenses shall be reimbursable to Society and shall be included in its invoices with the addition of a ten percent (10%) administrative fee. Society shall submit monthly invoices and expenses incurred. Borough shall submit payments promptly, but no later than thirty (30) days from the invoice date. Timely payment in full is a condition precedent to any duty or performance by Society.

State or Federal grants received by the Township in connection with services rendered pursuant to this Agreement shall be solely considered the Township's monies solely and shall be used, if necessary, to offset the cost for the provisions of services rendered.

5. TERM AND TERMINATION

The term of this Agreement shall continue to be in effect unless either party terminates the Agreement by giving written notice ninety (90) days prior to the desired date of termination. If either party materially breaches a

provision of the Agreement then the other party may terminate this Agreement by giving written notice of such breach, subject to a thirty (30) day cure period. If Township is subject to any event materially affecting any of its obligations under this Agreement, then Township shall promptly notify Society in writing that such an event has occurred. Upon occurrence of such an event, Society shall have the right to terminate this Agreement with a written notice, effective immediately upon receipt.

All rights and obligations herein shall terminate beyond any termination of this Agreement, except Society's rights to receive any unpaid fees and expenses as of the effective date of such termination. Borough agrees to pay such balance promptly upon such termination.

6. SCOPE OF RESPONSIBILITY AND LIABILITY

Society shall perform Services in accordance with the local standards of care and diligence normally practiced by recognized Animal Control Officers in performing services of a similar nature for similar municipalities at the time Services are performed. Society shall not be responsible for any unsafe conditions, injuries or damages that may occur during the performance of the Services. Township is expected to follow all applicable standards to maintain a safe environment and protect all affected persons and properties.

The obligations contained in this Agreement are the sole warranty obligations and the exclusive remedy of Township in respect to the quality of the Services. Society makes no warranties which are not expressly set forth herein. Society shall have no liability for any defects in the Services attributable to its use of and/or reliance upon other information furnished by or on behalf of Township.

The parties agree that any liability or obligations under this Agreement shall not include any special, punitive, indirect, incidental or consequential damages, even if a party has been made aware of the possibility of such damages.

Township agrees to indemnify and save harmless the Society, its officers, employees, agents, and each and every one of them and the Society agrees to indemnify and save harmless the Township, its officers, employees, agents, and each and every one of them against and from all claims, suits, costs, expenses, fees (including legal fees) and from all damages of every kind and description 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 sole negligent acts, errors or omissions of the Township or its subcontractors of the offices, agents, or employees of either or the Society or its subcontractors or the offices, agents or employees of either.

7. DISPUTE RESOLUTION

This agreement shall be governed by and construed in accordance with the substantive laws of the State of New Jersey, without regard to the conflicts of laws principles.

All disputes arising in connection with this Agreement shall be first submitted to mediation between the parties in Union county, New Jersey, in accordance with the then-applicable Mediation Rules of the American Arbitration Association. If no agreement is reached within thirty (30) days, such disputes shall be finally settled within sixty (60) days by binding arbitration in Union County, New Jersey, in accordance with the then-applicable Arbitration Rules of the American Arbitration Association. Mediation and/or arbitration fees shall be divided between parties equally. Judgment on any award rendered by the arbitrator(s) may be entered in any court of competent jurisdiction. The prevailing party shall be entitled to recover, in addition to any other amounts awarded, reasonable legal and other related costs and expenses, including attorneys' fees.

8. MISCELLANEOUS

Each party shall be excused from the fulfillment of any obligation related to the Agreement, except for payment obligations, under the Agreement for so long as such fulfillment may be hindered or prevented by any circumstances of force majeure such as, but not limited to, war, riot, strike, lockout, labor unrest, fire, flood, other natural catastrophe, shortage or materials or transportation, national or local government regulations or any

other circumstance outside its control. If such force majeure continues for more than ninety (90) days, then the other party may immediately terminate the Agreement.

If any term or provision of the Agreement is found to be illegal or unenforceable, this Agreement shall remain in full force and effect and such term or provision shall be deemed stricken.

This Agreement represents the entire Agreement between the parties relating to its subject matter and supersedes all prior representations, discussions, negotiations and agreements, whether written or oral. In the event that any provision of any request or receipt issued by Township is inconsistent with the provisions of this Agreement, then the terms and conditions of this Agreement shall prevail. No amendment to this Agreement shall be effective unless it is in writing, and is signed on behalf of Society and borough by their duly authorized representatives.

This Agreement shall be effective on the date it is fully and finally executed by Society or Township, whichever is later ("Effective Date").

A copy of the agreement shall be filed, for informational purposes, with Division of Local government Services in the Department of Community Affairs, pursuant to the rules and regulations promulgated by the director.

SOCIETY

Signature

Elijah Brice

Name

Elijah Brice-Middleton

Title

Executive Director

Date

1/23/23

TOWNSHIP

Signature

[Signature]

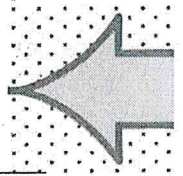
Joshua Losardo

Mayor

TOWNSHIP OF SCOTCH PLAINS

Date

1-13-2023



Clerk / Engineering

OPRA

From: Elizabeth Mattfield <opra+request-57604-5e4c3c14@requests.opramachine.com>
Sent: Wednesday, January 24, 2024 11:38 PM
To: OPRA
Subject: OPRA request - Animal Control Contract, Impound Facility, and Animal Control Logs

Dear Scotch Plains Township,

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3. Animal control budget for years 2023 and 2024
4. Animal control call log for 2023 and 2024

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Elizabeth Mattfield

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Is opra@scotchplainsnj.com the wrong address for OPRA requests to Scotch Plains Township? If so, please contact us using this form:

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Disclaimer: This message and any reply that you make will be published on the internet. Our privacy and copyright policies:

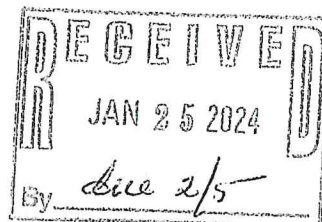
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The Township of Scotch Plains does not have an Animal Control Log.

We have included the Monthly bills showing additional Emergency calls.

The Redaction on the November 6, 2023 sheet is because this call was made to a Private Home Owner and not a Scotch Plains Township call.



Plainfield Area Humane Society

75 Rock Avenue
Plainfield, New Jersey 07063
908-754-0300

www.pahs.org
www.pahs.petfinder.com
contact@pahs.org

Josephine Ford
Township of Scotch Plains
430 Park Avenue
Scotch Plains, NJ 07076

December 6, 2023

Animal Care & Control for November, 2023					\$3,618.45
Emergency Calls					
Date	Time	Location	Request	Outcome	Total
11.23.23 (Thanksgiving)	9:10AM	56 Clydesdale Road	Injured Raccoon	P/U	\$107.63
				Total	\$3,726.08

Private Non-Profit 501c3 Organization

EIN 22-1554536

revised 12/11



Plainfield Area Humane Society

75 Rock Avenue
Plainfield, New Jersey 07063

908-754-0300

www.pahs.org

www.pahs.petfinder.com

contact@pahs.org

Josephine Ford
Township of Scotch Plains
430 Park Avenue
Scotch Plains, NJ 07076

November 6, 2023

Animal Care & Control for October, 2023					\$3,618.45
Emergency Calls					
Date	Time	Location	Request	Outcome	Total
10.21.23	8:32PM	2404 Richmond Street	Abandoned Chickens	Left on Location	107.63
10.21.23	8:32PM	2404 Richmond Street	Dog Bite/Contained	P/U	107.63
10.25.23	5:31PM	PD HQ	Dog Contained	P/U	107.63
				Total	\$3,941.34

Private Non-Profit 501c3 Organization

EIN 22-1554536



Plainfield Area Humane Society

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Josephine Ford
Township of Scotch Plains
430 Park Avenue
Scotch Plains, NJ 07076

October 4, 2023

Animal Care & Control for September, 2023					\$3,618.45
Emergency Calls					
Date	Time	Location	Request	Outcome	Total
9.3.23	5:50PM	417 Farley Avenue	Injured Cat	P/U	\$107.63
				Total	\$3,726.08

Private Non-Profit 501c3 Organization

EIN 22-1554536



Plainfield Area Humane Society

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908-754-0300

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contact@pahs.org

Josephine Ford
Township of Scotch Plains
430 Park Avenue
Scotch Plains, NJ 07076

September 6, 2023

Animal Care & Control for August, 2023					\$3,618.45
Emergency Calls					
Date	Time	Location	Request	Outcome	Total
8.12.23	5:00PM	1191 Donamy Glen	Dog Contained	P/U	\$107.63
				Total	\$3,726.08



Plainfield Area Humane Society

75 Rock Avenue
Plainfield, New Jersey 07063

908-754-0300

www.pahs.org

www.pahs.petfinder.com

contact@pahs.org

Josephine Ford
Township of Scotch Plains
430 Park Avenue
Scotch Plains, NJ 07076

August 1, 2023

Animal Care & Control for July, 2023					\$3,618.45
Emergency Calls					
Date	Time	Location	Request	Outcome	Total
7.1.23	6:45PM	PD HQ	Dog Contained	P/U	\$107.63
7.25.23	5:45PM	2002 Lake Ave	Cat Contained	P/U	\$107.63
				Total	\$3,833.71

Private Non-Profit 501c3 Organization

EIN 22-1554536



Plainfield Area Humane Society

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908-754-0300
www.pahs.org
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contact@pahs.org

Josephine Ford
Township of Scotch Plains
430 Park Avenue
Scotch Plains, NJ 07076

July
June 3, 2023

Animal Care & Control for May, 2023					\$3,618.45
Emergency Calls					
Date	Time	Location	Request	Outcome	Total
6.8.23	8:01PM	1776 Raritan Road	Dog At Large	Ran Away	107.63
				Total	\$3,726.08

Private Non-Profit 501c3 Organization
EIN 22-1554536



Plainfield Area Humane Society

75 Rock Avenue
Plainfield, New Jersey 07063

908-754-0300

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contact@pahs.org

Josephine Ford
Township of Scotch Plains
430 Park Avenue
Scotch Plains, NJ 07076

March 7, 2023

Animal Care & Control for February, 2023					\$3,618.45
Emergency Calls					
Date	Time	Location	Request	Outcome	Total
2.26.23	8:49PM	PD HQ	Dog Contained	Reclaimed	\$107.63
				Total	\$3,726.08

Private Non-Profit 501c3 Organization

EIN 22-1554536