

AGREEMENT FOR ANIMAL CONTROL OFFICER SERVICES

This agreement, made and entered into this 4th day of January, 20 17,
By and between the municipality of **Borough of Elmer** and Countywide Animal Care and Control (hereafter
known as CWACC) for Municipal Animal Control Services.

IT IS AGREED AS FOLLOWS

1. ANIMAL CONTROL SERVICE:

C.W.A.C.C. will provide the municipality with animal control services in an attempt to control stray, sick and injured animals, provide the general public with humane education and enforce the animal welfare and control ordinances which overall will promote good public health and make the municipality's neighborhoods safer and more enjoyable for all.

2. STANDARDS GOVERNING ANIMAL CONTROL:

It is agreed and understood that the animal control services provided by C.W.A.C.C. shall comply with all statutory requirements and with all rules and regulations governing animal control and Animal Control Officers as set forth by the New Jersey Dept. of Health pursuant to *N.J.S.A. 4:19*, *N.J.S.A. 4:22* and *N.J.A.C. 8:23*.

3. SCOPE OF SERVICES:

- a) C.W.A.C.C. will respond to complaints generated by the public, municipal officials and the New Jersey State Police during normal business hours. Business hours will be Monday through Friday, from 8:00am through 3:30pm EST. Calls answered after normal business hours, on weekend and holidays will be received through designated municipal officials and the N.J. State Police and will be limited to emergencies such as a injured domestic animal, sick wildlife that poses a rabies threat and animals posing a direct threat to humans. **The municipality will be charges one hundred dollars (\$100.00) for all calls received during non-business hours.**
- b) C.W.A.C.C. will respond to calls for sick and injured domestic animals on a 24 hour a day, 7 day a week basis. Sick and injured domestic animals must be treated by a licensed veterinarian prior to being transported to the animal shelter, pursuant to *N.J.A.C. 8:23A-1.1h*. Owners of animals receiving emergency veterinary care will be responsible for all costs associated with said treatment, in the event the sick or injured animal has no known owner, the municipality shall be responsible for any costs associated with said treatment.
- c) C.W.A.C.C. will attempt to notify the owners of animals wearing recognizable identification prior to said animal(s) being transported to the animal shelter.
- d) C.W.A.C.C. will provide all necessary equipment to patrol for and impound stray, sick and injured wildlife.

- e) All animal control personnel responding to complaints within the municipality will either be in uniform, or have the proper credentials in their possession identifying them as a Animal Control Officer.
- f) C.W.A.C.C. will remove sick and injured wildlife that poses a rabies threat (raccoon, fox, groundhog, skunk and bat) from public and private property. All other calls for wildlife will be referred to a licensed wildlife rehabilitation facility.
- g) C.W.A.C.C. will prepare and transport rabies specimens to the county health department if so directed to do so by the municipal or county health officer. There will be a charge of one hundred dollars (\$100.00) for this service.
- h) C.W.A.C.C. will investigate dog attacks and impound animals under the vicious and potentially dangerous dog law pursuant to *N.J.S.A. 4:19-19*. The owners of impounded animals will be responsible for all associated costs pursuant to *N.J.S.A. 4:19-26*.
- i) C.W.A.C.C. will transport all impounded animals to a licensed animal shelter of the municipality's choosing. The municipality will be responsible for all contracts and costs associated with using the animal shelter.
- j) C.W.A.C.C. will provide the municipality with all licensing and insurance documents required in performing the duties of a Certified Animal Control Officer.
- k) C.W.A.C.C. will provide the municipality with a detailed monthly activity report of services rendered and animal impounded at the end of each month.
- l) C.W.A.C.C. will provide the municipality with a phone number to be used by designated municipal officials and the N.J. State Police to request service during non-business hours. **This number shall not be made available to the public and shall be used only for after hours calls.**

4. APPOINTMENT OF ANIMAL CONTROL OFFICER AND ANIMAL CRUELTY INVESTIGATOR:

Upon execution of this agreement, the municipality shall appoint James W. McCleery as the Animal Control Officer and Animal Cruelty Investigator for a period of time not to exceed the length of this agreement and he will be granted all privileges and vested with all authorities allowed him by law.

5. COST TO MUNICIPALITY:

The annual fee for animal control services shall be \$3,000 payable at the rate of \$250.00 per month, plus applicable charges for after hour calls, rabies specimen preparation if these services are rendered.

6. METHOD OF PAYMENT:

Monthly invoices will accompany the animal control activity reports turned over to the municipal clerk at the end of each month. The terms of payment shall be thirty (30) days from the invoice date. If payment is not received within 30 days, C.W.A.C.C. reserves the right to suspend non-essential services until payment is made in full.

7. TERMS OF AGREEMENT:

This agreement shall be for a term of one (1) year from the date of execution by the proper officials. If either party desires to terminate this agreement, a ninety (90) day written notice shall be required.

In Agreement Thereof, the Parties Heron Have Caused this Agreement to be Signed, this 4th day of January, 2017.



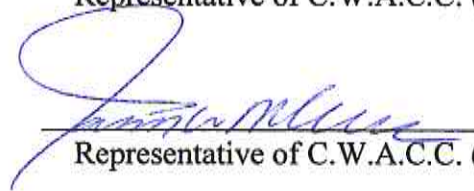
Representative of Municipality (print)
Sarah D Walker, Clerk



Representative of Municipality (sign)
Joseph P Stemberger, Mayor

James W. McCleery

Representative of C.W.A.C.C. (print)



Representative of C.W.A.C.C. (sign)

Countywide Animal Care and Control, LLC

4386 Harding Highway – Newfield, N.J. 08344-4700

Phone (856)-694-2947 Email ACO859@aol.com

This agreement, made and entered into this 3 day of January, 2018,
By and between the municipality of Borough of Elm and Countywide Animal Care and Control
(hereafter known as CWACC) for Municipal Animal Control Services.

IT IS AGREED AS FOLLOWS

1. ANIMAL CONTROL SERVICE:

C.W.A.C.C. will provide the municipality with animal control services in an attempt to control stray, sick and injured animals, provide the general public with humane education and enforce the animal welfare and control ordinances which overall will promote good public health and make the municipality's neighborhoods safer and more enjoyable for all.

2. STANDARDS GOVERNING ANIMAL CONTROL:

It is agreed and understood that the animal control services provided by C.W.A.C.C. shall comply with all statutory requirements and with all rules and regulations governing animal control and Animal Control Officers as set forth by the New Jersey Dept. of Health pursuant to *N.J.S.A. 4:19*, *N.J.S.A. 4:22* and *N.J.A.C. 8:23*.

3. SCOPE OF SERVICES:

- a) C.W.A.C.C. will respond to complaints generated by the public, municipal officials and the New Jersey State Police during normal business hours. Business hours will be Monday through Friday, from 8:00am through 3:30pm EST. Calls answered after normal business hours, on weekend and holidays will be received through designated municipal officials and the N.J. State Police and will be limited to emergencies such as a injured domestic animal, sick wildlife that poses a rabies threat and animals posing a direct threat to humans. **The municipality will be charges one hundred dollars (\$100.00) for all calls received during non-business hours.**
- b) C.W.A.C.C. will respond to calls for sick and injured domestic animals on a 24 hour a day, 7 day a week basis. Sick and injured domestic animals must be treated by a licensed veterinarian prior to being transported to the animal shelter, pursuant to *N.J.A.C. 8:23A-1.1h*. Owners of animals receiving emergency veterinary care will be responsible for all costs associated with said treatment, in the event the sick or injured animal has no known owner, the municipality shall be responsible for any costs associated with said treatment.
- c) C.W.A.C.C. will attempt to notify the owners of animals wearing recognizable identification prior to said animal(s) being transported to the animal shelter.
- d) C.W.A.C.C. will provide all necessary equipment to patrol for and impound stray, sick and injured wildlife.

- e) All animal control personnel responding to complaints within the municipality will either be in uniform, or have the proper credentials in their possession identifying them as a Animal Control Officer.
- f) C.W.A.C.C. will remove sick and injured wildlife that poses a rabies threat (raccoon, fox, groundhog, skunk and bat) from public and private property. All other calls for wildlife will by referred to a licensed wildlife rehabilitation facility.
- g) C.W.A.C.C. will prepare and transport rabies specimens to the county health department if so directed to do so be the municipal or county health officer. There will be a charge of one hundred dollars (\$100.00) for this service.
- h) C.W.A.C.C. will investigate dog attacks and impound animas under the vicious and potentially dangerous dog law pursuant to *N.J.S.A. 4:19-19*. The owners of impounded animals will be responsible for all associated costs pursuant to *N.J.S.A. 4:19-26*.
- i) C.W.A.C.C. will transport all impounded animals to a licensed animal shelter of the municipality's choosing. The municipality will be responsible for all contracts and costs associated with using the animal shelter.
- j) C.W.A.C.C. will provide the municipality with all licensing and insurance documents required in performing the duties of a Certified Animal Control Officer.
- k) C.W.A.C.C. will provide the municipality with a detailed monthly activity report of services rendered and animal impounded at the end of each month.
- l) C.W.A.C.C. will provide the municipality with a phone number to be used by designated municipal officials and the N.J. State Police to request service during non-business hours. **This number shall not be made available to the public and shall be used only for after hours calls.**

4. APPOINTMENT OF ANIMAL CONTROL OFFICER AND ANIMAL CRUELTY INVESTIGATOR:

Upon execution of this agreement, the municipality shall appoint James W. McCleery as the Animal Control Officer and Animal Cruelty Investigator for a period of thime not to exceed the length of this agreement and he will be granted all privileges and vested with all authorities allowed him by law.

5. COST TO MUNICIPALITY:

The annual fee for animal control services shall be \$3000 payable at the rate of \$250.00 per month, plus applicable charges for after hour calls, rabies specimen preparation if these services a rendered.

6. METHOD OF PAYMENT:

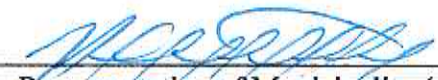
Monthly invoices will accompany the animal control activity reports turned over to the municipal clerk at the end of each month. The terms of payment shall be thirty (30) days from the invoice date. If payment is not received within 30 days, C.W.A.C.C. reserves the right to suspend non-essential services until payment is made in full.

7. TERMS OF AGREEMENT:

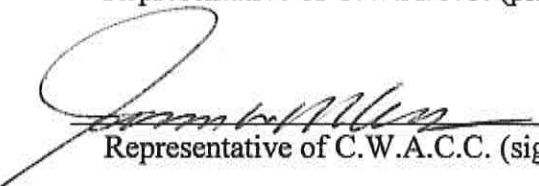
This agreement shall be for a term of one (1) year from the date of execution by the proper officials. If either party desires to terminate this agreement, a ninety (90) day written notice shall be required.

In Agreement Thereof, the Parties Heron Have Caused this Agreement to be Signed, this 3 day of January, 2018.

Joseph P. Stemberger
Representative of Municipality (print)


Representative of Municipality (sign)

James W. McCleery
Representative of C.W.A.C.C. (print)


Representative of C.W.A.C.C. (sign)

Countywide Animal Care and Control, LLC
4386 Harding Highway - Newfield, N.J. 08344-4700
Phone (856) 694-2947 - Email ACO859@aol.com

This agreement, made and entered into this 2nd day of January, 2019,
by and between the municipality of **Elmer Borough** and Countywide Animal Care and Control,
LLC (hereafter known as CWACC) for Municipal Animal Control Services.

IT IS AGREED AS FOLLOWS:

1. ANIMAL CONTROL SERVICE:

CWACC will provide the municipality with animal control services in an attempt to control stray, sick and injured domestic animals, removed suspected rabid wildlife, provide the general public with humane education which overall will promote good public health and make the municipality neighborhoods safer and more enjoyable for all.

2. STANDARDS GOVERNING ANIMAL CONTROL:

It is agreed and understood that the animal control services provided by CWACC shall comply with all statutory requirements and with all rules and regulations governing animal control and Animal Control Officers as set forth by the New Jersey Dept. of Health pursuant to *NJSA 4:19*, and *NJAC 8:23*.

3. SCOPE OF SERVICES:

a) CWACC will respond to complaints generated by the public, municipal officials and the NJ State Police during normal business hours. Normal business hours will be Monday through Friday from 8:00am to 3:30pm. Calls answered after normal business hours, on weekends and holidays will be limited to animals posing a direct threat to people, seriously injured domestic animals and sick wildlife that poses a rabies threat. **The municipality will be charged a fee of one hundred dollars (\$100.00) for each call answered during non-business hours.**

b) CWACC will respond to calls for sick and injured **stray** domestic animals on a 24 hour a day, 7 days a week basis. Sick and injured domestic animals must be treated by a licensed veterinarian prior to being transported to the animal shelter, pursuant to *NJAC 8:23A-1.1h*. Known owners of sick or injured animals will be responsible for transporting their animal to the veterinarian. In the event no owner is known, CWACC will transport the animal to a licensed veterinarian, the municipality will be responsible for all cost associated with treatment and transport to and from the veterinary office.

c) CWACC will attempt to notify owners of impounded animals wearing recognizable identification prior to transporting the animal to the animal shelter.

d) CWACC will provide all necessary vehicles and equipment to patrol for and impound stray, sick or injured domestic animals and suspect rabid wildlife.

3. SCOPE OF SERVICES cont.

e) All animal control personnel will either be in uniform or have the proper credentials identifying them as a Animal Control Officer.

f) CWACC will impound and remove sick and injured wildlife posing a rabies threat (raccoon, skunk, foxes, groundhog, coyote and bats). All other wildlife calls will be referred to a licensed wildlife rehabilitator. CWACC will prepare and submit specimens for rabies testing if so directed by the County Health Dept. **The municipality will be charged a fee of one hundred dollars (\$100.00) per specimen for this service.**

g) CWACC will investigate dog attacks and impound dogs under the N.J. Vicious and Potentially Dangerous Dog Law pursuant to *NJSA 4:19-19*. Owners of impounded dogs will be responsible for all associated costs pursuant to *NJSA 4:19-26*.

h) CWACC will transport all impounded domestic animals to a licensed animal shelter of the municipality's choosing. The municipality will be responsible for all contracts and fees associated with using the animal shelter. **If the animal shelter is located outside of Cumberland or Salem County, CWACC will charge the municipality a fee of fifty dollars (\$50.00) per hour transport charge.**

i) CWACC will provide the municipality with a detailed monthly activity report of services rendered and animals impounded at the end of each month.

4. SERVICES NOT PROVIDED IN THIS AGREEMENT:

The following services are not included in this service agreement

- _ Animal cruelty investigations
- _ Removal and transport of animal seized during animal cruelty investigations.
- _ Removal and transport of owned animals
- _ Removal, transport and sheltering of livestock, exotic wildlife, etc.

CWACC will contact the municipality if any situation regarding the above captioned matters should arise, it is strongly suggested that the municipality provide a after hours contact phone number of a person within the municipality who is empowered to authorize payment for any services not included in this agreement.

5. APPOINTMENT OF ANIMAL CONTROL OFFICER

Upon execution of this agreement, the municipality shall appoint James W. McCleery as the Municipal Animal Control Officer for a period of time not to exceed the length of this agreement and he will be granted all privileges and vested with all authorities allowed him by law.

6. COST TO MUNICIPALITY and METHOD OF PAYMENT

The annual fee for animal control services under this agreement shall be \$ 3600.00 payable at the rate of \$ 300.00 per month plus any additional charges outlined in this agreement. Monthly invoices will accompany the animal control activity reports turned over to the Municipal Clerk at the end of each month. The terms of payment shall be thirty days from the invoice date. If payment is not received within 30 days, CWACC reserves the right to suspend non-essential services until payment is made in full.

7. TERMS OF AGREEMENT

This agreement shall be for a period of one (1) year from the date of execution by the proper officials. If either party desires to terminate this agreement, sixty (60) days written notice shall be required.

In Agreement Thereof, the Parties Heron Have Caused this Agreement to be Signed, this 2nd day of January, 20 19.

<u>Joseph P Stemberger, Mayor</u>	<u>James W McCleery</u>
Representative of Municipality (print)	Representative of CWACC (print)
<u>[Signature]</u>	<u>[Signature]</u>
Representative of Municipality (sign)	Representative of CWACC (sign)

Countywide Animal Care and Control, LLC
4386 Harding Highway - Newfield, N.J. 08344-4700
Phone (856) 694-2947 - Email ACO859@aol.com

This agreement, made and entered into this 7th day of January, 2020,
by and between the municipality of **Elmer Borough** and Countywide Animal Care and Control,
LLC (hereafter known as CWACC) for Municipal Animal Control Services.

IT IS AGREED AS FOLLOWS:

1. ANIMAL CONTROL SERVICE:

CWACC will provide the municipality with animal control services in an attempt to control stray, sick and injured domestic animals, removed suspected rabid wildlife, provide the general public with humane education which overall will promote good public health and make the municipality neighborhoods safer and more enjoyable for all.

2. STANDARDS GOVERNING ANIMAL CONTROL:

It is agreed and understood that the animal control services provided by CWACC shall comply with all statutory requirements and with all rules and regulations governing animal control and Animal Control Officers as set forth by the New Jersey Dept. of Health pursuant to *NJSA 4:19*, and *NJAC 8:23*.

3. SCOPE OF SERVICES:

a) CWACC will respond to complaints generated by the public, municipal officials and the NJ State Police during normal business hours. Normal business hours will be Monday through Friday from 8:00am to 3:30pm. Calls answered after normal business hours, on weekends and holidays will be limited to animals posing a direct threat to people, seriously injured domestic animals and sick wildlife that poses a rabies threat. **The municipality will be charged a fee of one hundred dollars (\$100.00) for each call answered during non-business hours.**

b) CWACC will respond to calls for sick and injured **stray** domestic animals on a 24 hour a day, 7 days a week basis. Sick and injured domestic animals must be treated by a licensed veterinarian prior to being transported to the animal shelter, pursuant to *NJAC 8:23A-1.1h*. Known owners of sick or injured animals will be responsible for transporting their animal to the veterinarian. In the event no owner is known, CWACC will transport the animal to a licensed veterinarian, the municipality will be responsible for all cost associated with treatment and transport to and from the veterinary office.

c) CWACC will attempt to notify owners of impounded animals wearing recognizable identification prior to transporting the animal to the animal shelter.

d) CWACC will provide all necessary vehicles and equipment to patrol for and impound stray, sick or injured domestic animals and suspect rabid wildlife.

3. SCOPE OF SERVICES cont.

e) All animal control personnel will either be in uniform or have the proper credentials identifying them as a Animal Control Officer.

f) CWACC will impound and remove sick and injured wildlife posing a rabies threat (raccoon, skunk, foxes, groundhog, coyote and bats). All other wildlife calls will be referred to a licensed wildlife rehabilitator. CWACC will prepare and submit specimens for rabies testing if so directed by the County Health Dept. **The municipality will be charged a fee of one hundred dollars (\$100.00) per specimen for this service.**

g) CWACC will investigate dog attacks and impound dogs under the N.J. Vicious and Potentially Dangerous Dog Law pursuant to *NJSA 4:19-19*. Owners of impounded dogs will be responsible for all associated costs pursuant to *NJSA 4:19-26*.

h) CWACC will transport all impounded domestic animals to a licensed animal shelter of the municipality's choosing. The municipality will be responsible for all contracts and fees associated with using the animal shelter. **If the animal shelter is located outside of Cumberland or Salem County, CWACC will charge the municipality a One hundred (\$100.00)dollar transport charge.**

i) CWACC will provide the municipality with a detailed monthly activity report of services rendered and animals impounded at the end of each month.

4. SERVICES NOT PROVIDED IN THIS AGREEMENT:

The following services are not included in this service agreement

- _ Animal cruelty investigations
- _ Removal and transport of animal seized during animal cruelty investigations.
- _ Removal and transport of owned animals
- _ Removal, transport and sheltering of livestock, exotic wildlife, etc.

CWACC will contact the municipality if any situation regarding the above captioned matters should arise, it is strongly suggested that the municipality provide a after hours contact phone number of a person within the municipality who is empowered to authorize payment for any services not included in this agreement.

5. APPOINTMENT OF ANIMAL CONTROL OFFICER

Upon execution of this agreement, the municipality shall appoint James W. McCleery as the Municipal Animal Control Officer for a period of time not to exceed the length of this agreement and he will be granted all privileges and vested with all authorities allowed him by law.

6. COST TO MUNICIPALITY and METHOD OF PAYMENT

The annual fee for animal control services under this agreement shall be **\$3,600.00** payable at the rate of **\$300.00** per month plus any additional charges outlined in this agreement. Monthly invoices will accompany the animal control activity reports turned over to the Municipal Clerk at the end of each month. The terms of payment shall be thirty days from the invoice date. If payment is not received within 30 days, CWACC reserves the right to suspend non-essential services until payment is made in full.

7. TERMS OF AGREEMENT

This agreement shall be for a period of one (1) year from the date of execution by the proper officials. If either party desires to terminate this agreement, sixty (60) days written notice shall be required.

In Agreement Thereof, the Parties Heron Have Caused this Agreement to be Signed, this 7 day of January, 2020.

Joseph P. Stemberger

Representative of Municipality (print)

[Signature]

Representative of Municipality (sign)

James W. McCleery

Representative of CWACC (print)

James W. McCleery

Representative of CWACC (sign)

Borough of Elmer

120 S. Main Street, P.O. Box 882
Elmer, New Jersey 08318

MAYOR

Joseph P. Stemberger (856) 358-2509

BOROUGH CLERK

Sarah D. Walker (856) 358-4010

CHIEF FINANCIAL OFFICER

Cynthia A. Strang, (856) 521-0530

TELEPHONE (856) 358-4010

FAX (856) 358-8019

www.elmerboroughnj.com

BOROUGH COUNCIL

Lynda Davis (609) 420-4653

Cynthia L. Nolan (856) 305-0345

Bruce Foster (856) 777-3375

Steven A. Schalick (856) 498-6850

Lewis M. Schneider (856) 358-0388

James Zee III (609) 774-8628

January 23, 2020

Countywide Animal Care and Control, LLC
4386 Harding Highway
Newfield, NJ 08344

Dear Jim,

Enclosed, kindly find a copy of the signed contract for Animal Control services for the year 2020.

Sincerely,



Sarah D. Walker
Borough Clerk

Enclosure