

# RESOLUTION OF THE TOWNSHIP OF IRVINGTON, NJ

No. DH14-10158

Date of Adoption OCTOBER 15, 2014

APPROVED AS TO FORM AND LEGALITY ON THE BASIS OF FACTS SET FORTH BY

*[Signature]*  
Legislative Research Officer

PRESENTED BY COUNCIL MEMBER

BURGESS

SECONDED BY

FREDERIC

## AUTHORIZE EXTRAORDINARY UNSPECIFIABLE SERVICE (EUS), FOR ANIMAL CONTROL SERVICE

WHEREAS, the Township of Irvington, Department of Health, is in need of extraordinary unspecifiable service (EUS), for animal control service, to pick up, hold and, if necessary euthanize stray animals and provide other similar services, as forth in the attached service agreement; and

WHEREAS, the Associated Humane Societies, Inc., specialized in this service and is available to provide this service to the Township; and

WHEREAS, the aforesaid services are "Extraordinary Unspecified Services, as defined by NJSA 40A:11-2 (7) and are not required to be publicly bid as provided for in NJSA 40A:11-5(1) (a) (ii):

NOW, THEREFORE, BE IT RESOLVED BY THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF IRVINGTON that:

1. This action is the award of a non-fair and open contract in accordance with NJSA 19:44A-20.5; and
2. The Business Entity Disclosure Certification has been received from Associated Humane Societies, Inc. and is on file in the Municipal Clerk and Purchasing Departments; and
3. The determination of value has been received from the firm of Associated Humane Societies, to be in excess of \$17,500.00:
4. The Scope of services and mutual obligations upon both parties are set forth in the service agreement and the Mayor and the Township Clerk are hereby authorized and directed to execute said contract.
5. The Township of Irvington agrees to pay Associated Humane Societies, Inc. the total sum of \$101,920.14 per year. \$8493.34 on a monthly basis.
6. This agreement is for one year, starting on October 01, 2014 until October 01, 2015.
7. The required certification of availability of funds will be obtained from the Chief Financial Officer contingent on the adoption of the calendar year 2014 and 2015 budget.

### RECORD OF COUNCIL VOTE

X = Indicates Vote    N.V. = No Vote    A.B. = Absent

COUNCIL MEMBER	YES	NO	N.V.	A.B.	COUNCIL MEMBER	YES	NO	N.V.	A.B.
BURGESS, 1ST VICE PRESIDENT	X				JONES, 2ND VICEPRESIDENT	X			
COX	X				LYONS	X			
HUDLEY	X				FREDERIC, PRESIDENT	X			
INMAN				X					

PRESIDENT OF COUNCIL

*[Signature]*

MUNICIPAL CLERK

*[Signature]*

DATE OCT 15, 2014

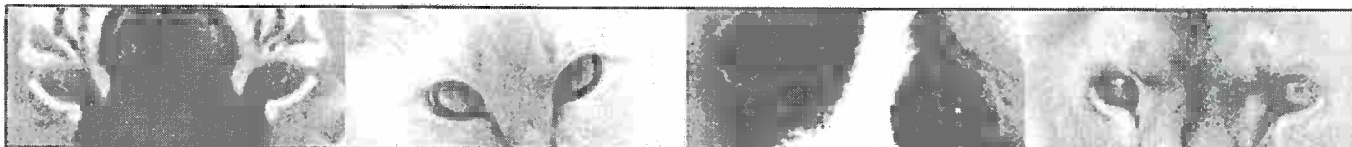
I hereby certify that the foregoing is a true copy of a Resolution duly adopted by the Municipal Council. In witness whereof I have hereunto set my hand and the Corporate Seal of the Township of Irvington.

MUNICIPAL CLERK

*[Signature]*

DATE OCT. 15, 2014

BA ☐ BLDG ☐ CFB ☐ COURT ☐ DHS ☐ DHWS ☐ DPW ☐ ENG ☐ FIRE ☐ INIC ☐ JUDGE ☐ LIBR ☐ LICEN ☐ LEGAL ☐ MAYOR ☐ OCDP~DIR ☐  
OCDP~AD ☐ P&R ☐ PAYROLL ☐ POL~DIR ☐ POL~CF ☐ PURCH ☐ SEC~PB/BA ☐ TAX ☐ TAX~AS ☐ TAX~COL ☐ TRAFFIC ☐ UEZ ☐  
ZONING~OFF ☐ DLGS ☐ GNCD ☐ OTHER(S): \_\_\_\_\_



**ASSOCIATED HUMANE SOCIETIES, INC. ♦ POPCORN PARK**  
**PUBLISHER OF THE HUMANE NEWS**  
**WWW.AHSCARES.ORG**

**THIS AGREEMENT**, made this       day of       , by and between the  
**ASSOCIATED HUMANE SOCIETIES, INC.**, a non-profit, charitable organization under  
State and Federal laws, having principal offices at 124 Evergreen Avenue, Newark, New Jersey,  
hereinafter referred to as the "Society" and the **TOWNSHIP OF IRVINGTON**  
municipal corporation of the State of New Jersey, having principal offices at Municipal Building,  
Department of Health, Irvington, NJ. 07111 hereinafter referred to as the "Municipality".

**WHEREAS**, the Municipality wishes to retain the services of the Society for  
animal control for a period beginning the 1st day of January 2015 and ending on the 31st day of  
December, 2015

**NOW THEREFORE**, in consideration of the mutual agreements set forth below, it is  
agreed that:

1. The Society shall make their Services as an independent contractor, as an animal  
service provider, as hereinafter described, available to the Municipality on a daily basis, during  
standard day time business hours, as needed, five (5) days a week. Weekends, Holidays and Night  
emergency services (after standard day time business hours), will also be provided when  
necessary on the terms stated below. Services are defined as the rescue, custody and care of  
injured animals, trapped animals, sick animals, animals whose lives are endangered or animals  
that present a danger to humans, including those who have bitten a person.

For the purpose of this Agreement, whales, porpoises, feral cat colonies and dead deer are  
specifically excluded, neither shall the Society trap, rescue, relocate or care for geese unless same

need of veterinary care.



EXECUTIVE OFFICES / ESSEX COUNTY BRANCH  
124 EVERGREEN AVENUE  
NEWARK, NJ 07114-2133  
(973) 824-7080  
FAX: (973) 824-2720  
E-MAIL: CONTACTUS@AHSCARES.ORG

OCEAN COUNTY BRANCH  
HOME OF POPCORN PARK  
HUMANE WAY - PO BOX 43  
FORKED RIVER, NJ 08731-0043  
(609) 693-1900 FAX: (609) 693-8404  
E-MAIL: NJHUMANE@AOL.COM

MONMOUTH COUNTY BRANCH  
2960 SHAFTO ROAD  
TINTON FALLS, NJ 07753-7608  
(732) 922-0100  
FAX: (732) 922-4032  
E-MAIL: TINTONFALLSAHS@AOL.COM

Upon the Municipality's request, or in the case for the need of animal humane and/or Services as defined herein, feral cat colonies will remain the responsibility of the person "caretaker" caring for the cats. If there is a sick, rabid, or injured cat, the Society will provide services and assistance, and shall be entitled to be reimbursed for all costs and expenses to said feral cat colony. If the colony is abandoned by the caretaker and the Society is called to remove any and/or care for that colony, the costs and expenses incurred by the Society will be in addition to the cost for Services and will be the responsibility of the Municipality.

2. The Municipality will pay the Humane Society the sum of **\$101,920.14** per year, said sum to be prorated on a monthly basis of **\$8493.34** . Payment for all services, including additional costs and expenses as stated herein , and unless express terms to the contrary are agreed, are due thirty (30) days after presentment of invoice and/or Municipality voucher executed by appropriate party, time is of the essence.

3. It is expressly understood, except as otherwise stated, that the services include all costs and expenses incurred by the Society or its animal control officer in the maintenance of custodial facilities and vehicle to be used by the animal control officer.

4. Upon a request from the Municipality, the Society shall respond to any emergency as defined herein. Emergency veterinary treatment will be provided to an ill or injured animal as required by State law and regulation. The Society reserves the right in its sole discretion to determine if the animal requires transportation to an emergency clinic on nights, weekends or holidays, when our own veterinarians are not available.

If there is no known owner, the cost and expense incurred by the Society will be the responsibility of the Municipality. If the owner is known, those costs and expenses will be borne by the owner.

5. The Society shall, at the request of an owner of an unwanted animal, render assistance in delivery of said animal to an appropriate humane shelter, including a shelter

maintained by the Society. The Society will be paid for the cost and expense of such assistance, which shall be the responsibility of the owner.

6. The Society shall use reasonable efforts to impound any stray, abandoned or unlicensed dog or cat, running at large on property within the Municipality. When such impoundment occurs, the dog or cat shall be put up for adoption or humanely disposed of, at the sole and exclusive discretion of the Society, after the seven (7) day statutory hold period. It is expressly understood, once the Society accepts any animal and takes it into custody, it shall become the property of the Society for the disposition as stated above.

7. Upon proof of ownership, any person may redeem his/her animal from the Society upon payment to the Society, the sum of \$95.00 as a fee for retrieving and impounding the animal, Monday through Friday 9:00 a.m. until 6:00 p.m. (standard business hours). There will be a \$125.00 fee for other times and costs for each day that the animal has been impounded, as stated below, up to and including seven (7) days and any other costs or expenses incurred in the care of the animal,

\$4.24 per day as per State Law for the first seven days, unless the ownership of the animal is established prior to the end of seven (7) days and said owner does not redeem the animals. Once the ownership is established, and the animal is no longer a stray, regular boarding rates shall prevail and are to be paid to the Society prior to the release of the animal. No release or redemption shall be honored unless the owner provides proof of ownership; and if applicable, a current license, as set forth in State statutes. The owner will be charged \$12.84 for each additional day or boarding once the initial seven (7) day period has passed.

8. Any stray dog, cat or any other animal taken into custody of the Society and charged with biting a human being, shall be quarantined for the required quarantine period of ten (10) days. The costs and expenses incurred during this period shall be the responsibility of the owner. If no known owner, the costs shall be absorbed by the Society.

9. Transportation of the head of an animal suspected of rabies to the State Department shall be provided by the Society under the condition that said animal expired on the premises

before the ten (10) day quarantine period referred to above. The fee for removal of the head and deliver for rabies examination will be paid by the owner of animal or absorbed by the Society if the owner is unknown.

10. The animal control officer shall be an employee of the Society. The Society shall indemnify and hold the Municipality harmless from and against any damage caused by the animal control officer, expressly excluded is damage caused by the animal.

11. Removal of an animal, including wildlife, inside a home, apartment building, garage, roof, etc., "residence", is not covered under this Agreement. The Society will respond to those calls; however, the owner of the premises will be charged \$95.00 per hour during standard business hours and \$125.00 after standard hours.

12. Traps are available from the Society with a deposit of \$65.00 and a fee of \$4.28 per day which will be deducted from the deposit. Dog traps are also available with a deposit of \$150.00 and a fee of \$10.70 per day which will be deducted from the deposit. The Society reserves the right to establish conditions for humanely setting traps. (See Trap Rental Agreement attached)

13. The Society shall not be responsible for handling deer carcasses; provided however, the Society shall retrieve infirmed and injured deer and orphaned fawns.

14. The Municipality will be charged at an additional charge, a boarding fee of \$18.00 per day, payable monthly, for any animal which, upon the request of the Municipality as a part of a court process or upon order from a court shall impound the animal. The Municipality agrees to expressly seek reimbursement of costs incurred by the Society as any judgment from the owner, in the absence of such, the costs shall be the responsibility of the Municipality.

15. The signatory of this document represents that it/he/she possesses the requisite authority to bind the public entity and further represents the execution of this Agreement is authorized by Municipality.

16. Except for non-payment, this Agreement contract may be terminated during the Term by either party upon sixty (60) days written notice by Certified Mail, Return Receipt Requested., to the other party, in its sole discretion the terminating party may provide an opportunity to cure.

17. It is expressly agreed that the Society is not obligated to incur any cost, expense or legal fees as a consequence of the failure of the Municipality to timely and fully remit all payments due hereunder; such costs, expenses, legal fees shall be the sole responsibility of Municipality.

18. The Parties hereto shall indemnify and hold the other harmless from and against any claim, award, cost, expense by any third party, not affiliated in any way or employed by either party for any damage or injury caused by the act or omission of the indemnifying party or its agents.

**THIS AGREEMENT** is a sole expression of the understanding between the parties and may only be modified by a written amendment signed by both parties.

**ASSOCIATED HUMANE SOCIETIES, INC.**

**WITNESS:**

BY: \_\_\_\_\_  
SCOTT CRAWFORD

\_\_\_\_\_

**FOR THE TOWNSHIP. OF IRVINGTON**

**ATTEST:**

BY: \_\_\_\_\_

\_\_\_\_\_

**ADDENDUM TO CONTRACT FOR ANIMAL CONTROL/TRAP RENTAL AGREEMENT**  
**PLEASE READ THESE RULES CAREFULLY. FAILING TO ADHERE TO THE RULES STATED HEREIN WILL**  
**FORFEIT YOUR PRIVILEGE TO USE ONE OF OUR TRAPS**

1. Traps are to be set as late at night as possible and checked as early in the morning as possible. If by 9:00 a.m., there is nothing in the trap, it must be unset until that night. If something is caught, then you must call the Humane Society between 9:00 a.m. and 10:00a.m.
2. **DO NOT TRAP ON THE WEEKENDS.** There will be no pickups on Saturday or Sunday. Therefore, traps must not be set on Friday or Saturday nights.
3. Traps are not to be set on nights with poor weather conditions (rain, snow, extreme cold or heat in excess of 75 degrees. Trapping an animal in extreme conditions may result in cruelty charges and/or fines.
4. The Society must know what you are trying to trap to make sure that you are given the proper trap. Any animal caught in a trap that is native to this area (raccoons, skunks, opossums, etc.) will be released on or near the site where it was trapped. State regulations prohibit the relocation of certain animals.
5. The Society reserves the right to remove a trap at any time, such as an emergency situation, dangerous situation or person or persons not adhering to these rules.
6. We ask that when you catch something in a trap, you move it out of the sun to a well shaded area; the trap should be kept dry and out of the elements. The trap should be covered with a light cloth until a driver arrives to remove the trap. This will help to keep the animal calm. **Provide food and water.**
7. Anyone found to be abusing a trapped animal will be prosecuted to the fullest extent of the law.
8. Remember that an animal in a trap will be frightened, which may make it dangerous. Keep children away from trap and keep trapped animal in a quiet place. **Food/water must be provided.**
9. By signing this agreement, you will be responsible for the animal caught in the trap and for the replacement of the trap if it is stolen or broken due to misuse.
10. Our driver will not leave a trap if you are not home to sign this Agreement.
11. If you choose, you may bring a trapped animal to our Animal Care Center between the hours of 9:00 a.m.-5:30 p.m. – Monday through Friday.
12. All stray animals caught in a trap will be held for seven (7) days and then become the property of the Humane Society to be humanely euthanized or put up for adoption as the Society sees fit.

\_\_\_\_\_  
ACO SIGNATURE (UPON LEAVING THE TRAP  
IN GOOD WORKING CONDITION)

\_\_\_\_\_  
ACO SIGNATURE (UPON RETRIEVING THE  
TRAP IN GOOD WORKING CONDITION)

\_\_\_\_\_  
NAME (PLEASE PRINT)

\_\_\_\_\_  
STREET ADDRESS

\_\_\_\_\_  
CITY/STATE/ZIP

\_\_\_\_\_  
SIGNATURE





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/18/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER William R. Seide Agency, LLC 913 Route 23 South  Pompton Plains NJ 07444	CONTACT NAME: Joana De Mattia PHONE (A/C No. Ext): (973) 616-5300 FAX (A/C No.): (973) 616-5306 E-MAIL ADDRESS: jdemattia@wrsagency.com
INSURED Associated Humane Societies, Inc. 124 Evergreen Avenue  Newark NJ 07114	INSURER(S) AFFORDING COVERAGE INSURER A: Philadelphia Indemnity Ins. INSURER B: Companion Property & Casualty INSURER C: INSURER D: INSURER E: INSURER F:

## COVERAGES

CERTIFICATE NUMBER: Township of Irvington

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR Y/N	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY						
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			PHPK1098498	11/21/2013	11/21/2014	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
							MED EXP (Any one person) \$ 5,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY \$ 1,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO. <input type="checkbox"/> LOC						GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
							\$
A	AUTOMOBILE LIABILITY						
	<input checked="" type="checkbox"/> ANY AUTO						COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> ALL OWNED AUTOS			PHPK1098498	11/21/2013	11/21/2014	BODILY INJURY (Per person) \$
	<input type="checkbox"/> HIRED AUTOS						BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							PIP-Basic \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB						EACH OCCURRENCE \$ 5,000,000
	<input type="checkbox"/> EXCESS LIAB						AGGREGATE \$ 5,000,000
	<input type="checkbox"/> RETENTIONS 10,000			PHUB440462	11/21/2013	11/21/2014	\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N					WC STATUTORY LIMITS
	If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	100000015503113	12/31/2013	12/31/2014	OTH-ER
							E.L. EACH ACCIDENT \$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

## CERTIFICATE HOLDER

## CANCELLATION

Township of Irvington  
One Civic Square  
Irvington, NJ 07111

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

William Seide/JMD