

**SERVICES CONTRACT BETWEEN ANIMAL CONTROL SOLUTIONS, LLC
AND THE BOROUGH OF NEW PROVIDENCE**

THIS AGREEMENT, made this 24th Day of October 2024 between the Borough of New Providence, having its municipal offices at 360 Elkwood Avenue, New Providence, New Jersey 07974 and hereinafter referred to as the “Municipality”; and Animal Control Solutions, LLC having its principal place of business at 349 Route 31, Box 9, Flemington, New Jersey 08822 hereinafter referred to as the “Contractor”;

WITNESSETH:

WHEREAS, the Municipality requires professional animal control services; and

WHEREAS, the Contractor is available to perform the necessary services for the Municipality and has the expertise and staff to provide these services; and

WHEREAS, the Municipality desires the Contractor to undertake services as outlined in Appendix A; and

WHEREAS, said services are professional in nature and are therefore excluded from the Bidding Laws of the State of New Jersey;

NOW, THEREFORE, in consideration of the promises and the mutual covenants, conditions and agreements contained herein, the parties hereto agree that the Contractor shall provide the services outlined in the proposal attached hereto as Appendix A.

SECTION 1 – MUNICIPALITY’S RESPONSIBILITIES

The Municipality Shall:

1. Provide full information as to its requirements.
2. Assist the Contractor by placing at its disposal all available information in regard to animal control activities.
3. Designate a person to act as the Municipality’s representative with respect to the work to be performed under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define Municipality’s policies and decisions with respect to Contractor’s services. Such person shall not have authority to modify the Scope of Work nor amend or modify this Agreement.
4. Designate a person or persons that shall conduct all official correspondence with residents. This shall include, but is not limited to mailing of ordinance warnings and summonses. They shall also notify residents of all health alerts

as directed by the New Jersey and County health departments.

5. Give prompt written notice to the Contractor whenever the Municipality observes or otherwise becomes aware of any development that affects the scope, timing, or issues with services. Municipality must give direction and ample time to correct and modify changes in services.

6. Maintain and grant access to a designated holding facility for the drop off of impounded animals either through the Contractor when available or on their own.

7. Maintain a contract with an after-hours emergency veterinarian for the purpose of caring for severely injured impounded domestic animals either through the Contractor when available or on their own.

8. Maintain and grant access to a dumpster for the purpose of disposing dead wildlife found in the borders of the municipality either through the contractor or on their own.

9. Be billed directly from the designated holding facility, or Contractor and any veterinarians for all costs of animal impoundment, treating injured animals, or preparing animals for rabies testing, and shall indemnify and hold harmless the Contractor from any and all such charges. This is to include but is not limited to impounding and veterinary fees for animals whose owner refuses or is unable to pay, Dangerous Dog impoundments, evictions, owner arrest, or any other owned animal impoundment. Under state statute, all aforementioned impoundments the municipality shall be able to recoup said costs through summons. The Contractor shall issue appropriate summons on the behalf of the Municipality to recoup said fees.

SECTION 2 - PERIOD OF SERVICE

1. The Contractor shall proceed with the performance of services as outlined in Appendix A attached. The term of this Agreement shall be from January 1, 2025 through December 31, 2029. Upon the expiration of this contract the Municipality may request a three-month emergency extension to allow for a new contract to be awarded. The cost of the emergency extension will be 15% above the current contract rate.

2. This Agreement may be terminated by either party upon ninety (90) days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. In the event either party fails to substantially perform their duties and obligations under the terms of this Agreement, they shall provide written notice to the other party of the alleged failure. In the event the grounds set forth for termination are disputed, the parties may agree to submit the dispute to independent mediator with each party bearing all costs and expenses, including attorney fees, incurred by each party for such mediation. In the event

the parties do not agree to submit the matter to independent mediation, the parties will submit the dispute to an independent arbitrator who shall determine if a substantial failure to perform has occurred. Each party will bear their own costs and expenses, including attorney fees, for such arbitration. Failure of the Municipality to pay the Contractor shall not be grounds to terminate the contract. Contractor shall be paid in full for services rendered and expenses incurred during the contract and to the termination date.

3. The Contractor reserves the right to assess a 10% late fee compounding each month if payments or any part thereof are not received within 45 days from invoice date. The Contractor reserves the right to suspend all services if payments or any part thereof are not received within 45 days from invoice date. The Contractor shall notify the Municipality in writing prior to any suspension of services. During the suspension the contract shall remain in full force and effect and monthly payments shall continue to accrue. During the suspension the contractor is not responsible for responding to any calls for service. During the suspension the municipality shall hold the contractor harmless from any liability for not responding to any request for service. It is expressly agreed that the Contractor is not obligated to incur any costs, expense, and/or legal fees as a consequence of the failure of the Municipality timely and fully remit all payments due hereunder, such costs, expenses, and/or legal fees shall be the sole responsibility of the Municipality.

SECTION 3 – PAYMENTS TO ANIMAL CONTROL SOLUTIONS, LLC

1. Service costs are listed under the following table for any and all services listed in Appendix A during the contract term.

- a. 2025 \$22,800.00 or \$1,900.00 per month
- b. 2026 \$23,484.00 or \$1,957.00 per month
- c. 2027 \$24,192.00 or \$2,016.00 per month
- d. 2028 \$24,924.00 or \$2,077.00 per month
- e. 2029 \$25,680.00 or \$2,140.00 per month

2. The contract fee shall be paid in monthly installments factored by each year of the table.

3. Kenneling and Veterinarian fees billed by the Contractor shall be paid monthly and in accordance with Appendices B. A 5% increase maybe be charged each year of the contract for kenneling and veterinarian fees. Municipality can avoid these fees if they contact directly with a holding facility.

4. The Municipality may request services outside of this contract; however, the costs and scope of service

must be agreed upon by Contractor.

SECTION 4 – INSURANCE

1. The Contractor shall maintain general liability insurance in minimum amounts of \$2 million general aggregate, \$1 million per occurrence, and \$1 million for bodily injury and property damage.
2. In addition, the Contractor shall maintain automobile liability insurance in the minimum of \$1 million per occurrence, and worker's compensation insurance coverage shall be maintained for all employees.
3. The Contractor shall name the Municipality as an additional insured on all policies other than worker's compensation and will provide a waiver of subrogation upon request. The Contractor will provide a Certificate of Insurance and the appropriate policy endorsements as evidence of such insurance upon request. Acceptance by the municipality of deficient evidence of insurance shall not constitute a waiver of the insurance requirements of this contract.

SECTION 5 – EQUIPMENT AND VEHICLES

1. The Contractor shall provide all equipment necessary to perform all duties listed in Appendix A.
2. The Contractor shall provide vehicles fully compliant with New Jersey State regulations.

SECTION 6 - ADDITIONAL CONDITIONS

1. Animal Control Solutions, LLC shall reserve the right to enter into an agreement similar to this with any other Municipalities in the State of New Jersey.

SECTION 6 – AFFIRMATIVE ACTION

1. The parties to this Contract agree to incorporate into this Contract the mandatory language of subsection 3.4(a) of the Regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time-to-time and the Contractor agrees to comply fully with the terms, provisions and obligations of said subsection which shall be applied subject to the terms of subsection 3.4(d) of said Regulations.
2. The parties to this contract agree to incorporate into this Contract the mandatory language of Section 5.3 of the Regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time-to-time and the contractor agrees to comply fully with the terms, provisions and obligations of said section 5.3. A copy of the mandatory language and the Contractor's certificate of compliance are attached hereto.

IN WITNESS WHEREOF, we have set our hands and seals the date first written above.

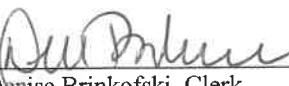
ATTEST:

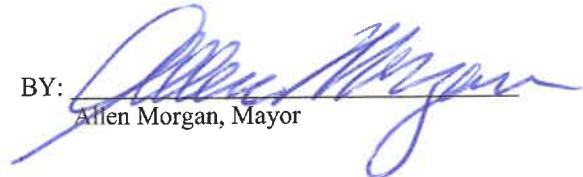

Bethany Engleman, VP

ANIMAL CONTROL SOLUTIONS, LLC

BY: 
Thomas Dodd, President

ATTEST:


Denise Brinkofski, Clerk

BY: 
Allen Morgan, Mayor

“Appendix A”

ANIMAL CONTROL SERVICES TO BE PROVIDED BY THE CONTRACTOR

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 TNR cats.

Stray Domestic Animal Apprehension and Impoundment

1. Animal Control Solutions, LLC 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. Animal Control Solutions, LLC 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. Animal Control Solutions, LLC shall respond, impound, and transport to a veterinarian all severely injured stray dogs and cats found within the borders of the contracting municipality.
4. Animal Control Solutions, LLC 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 the court order or agreement. This includes but is not limited to conducting inspections, compliance checks, and ensuring any kenneling or veterinary bills are paid.
5. Under the direction of the Municipality, Animal Control Solutions, LLC shall respond and investigate stray cat complaints within the borders of the contracting municipality. Animal Control Solutions, LLC shall require the complaining party to wait a period of 3 days prior to any attempts in capturing the cat unless the animal is reported to be sick or injured. This allows the animal to return to its owner.
 1. Animal Control Solutions, LLC 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 offer 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 activity being captured. Animal Control Solutions, LLC. will provide the trap and bait, however the complaining party will be responsible for setting, monitoring, and re-baiting 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. Animal Control

Solutions 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. If the complaining party refuses to set and monitor traps Animal Control Solutions can do it for a nominal fee. This fee is assessed each trip Animal Control Solutions takes. The municipality may choose to cover these costs on a case-by-case basis (See Section 3, Paragraph 4)

3. Animal Control Solutions reserves the right to require a deposit for each trap loaned to the complaining party depending on the location of the trapping. This deposit will be retuned once the trap is returned in good working order. If at any time the trap is damaged or missing the Contractor reserves the right to use the deposit. The municipality can agree to cover the cost of a missing or damaged trap in-lieu of requiring said deposit.

4. In situations where the municipality approves TNR (Trap Neuter Return) of feral owned cats Animal Control Solutions may offer that service to residents in accordance with Appendix C if available.

5. 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 (See Section 3, Paragraph 4 of this Contract).

6. Animal Control Solutions, LLC shall reserve the right to charge residents or businesses requesting services not included in the contract. These services include but are not limited to owned feral and unwanted cat removal on private property.

7. Animal Control Solutions, LLC networks with several area rescue groups and shelters for the placement of their unclaimed stray animals taken impounded by Animal Control.

Rabies Quarantine and Testing

1. At the direction of the local, county, or state Board of Health or Health Officer, Animal Control Solutions, LLC shall respond and attempted to take appropriate action under New Jersey Health Code to all reported animal bites within the borders of the contracting municipality under the following requirements:

1. The health department shall forward a proper animal confinement notice as required under 26:4-82 advising Animal Control Solutions, LLC if the confinement will be conducted at the animal owner's residents or other location. This notice will give Animal Control Solutions, LLC the authority to confine and/or release confinement the animal on behalf of the health department. Police reports will not be accepted as a confinement notice.
2. The confinement notice shall list at minimum the contact information of the owner and victim (if applicable). This will include their full names, addresses, and telephone numbers. If there is no owner information listed, Animal Control Solution, LLC shall return the confinement notice to the issuing authority and take no further action until the information is provided.
3. It is expressly understood that Animal Control Solutions, LLC will not conduct the animal confinement under 26:4-82 without a properly executed confinement notice. Any notice received without the owner/victim contact information will be sent back to the issuing authority.
4. Once the confinement notice is received Animal Control Solutions, LLC will conduct confinements as per New Jersey Health Code during normal business hours M-F 8:30am to 4:30pm. Quarantines and releases can be done by dated photograph, video call or by the owner's veterinarian.
5. Animal Solutions, LLC shall make attempts over a 3-day period to contact the owner of the animal that is required to be placed under confinement or being released from confinement. One of these attempts shall be a physical visit to the residence as long as that residence is in the jurisdiction of this contract.
6. If the owner isn't able to be reached or is uncooperative Animal Control Solutions, LLC shall return the confinement notice back to the issuing authority. Any further action will be competed directly by the municipality.

2. If rabies testing is required, Animal Control Solutions, LLC shall transport the biting animal to a local veterinarian to be prepared for testing.

3. Animal Control Solutions, LLC will transport rabies specimens to local and county health offices for transport or utilize state courier.

4. Animal Control Solutions, LLC will not transport rabies specimens to State Health offices.
5. Animal Control Solutions, LLC shall keep and maintain accurate records of each animal confined as per New Jersey Law.

Wildlife

1. Animal Control Solutions, LLC 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 Contractor. If the Police is unable or unwilling the animal will be transported to a veterinarian for euthanasia under Appendix B of this contract. The biting animal's remains will be transported to a veterinarian to be prepared for rabies testing.
2. Animal Control Solutions, LLC 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. Animal Control Solutions, LLC 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. If the Municipal Police are unable or unwilling to euthanize the animal an additional veterinary euthanasia fee shall be charged under Appendix B.
4. Wild animals injured due to a resident's or their representatives carelessness or deliberate actions shall not be the responsibility of Animal Control Solutions, LLC. 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 habituated 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 US 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. Animal Control Solutions, LLC 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 contractor, this includes but is not limited to deer, bear, coyote, small birds, vermin, livestock, equine, and fish. This service shall be conducted once per week at the discretion of Animal Control Solutions, LLC
8. Animal Control Solutions, LLC shall reserve the right to charge residents or businesses requesting services not included in the contract. 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. Animal Control Solutions, LLC 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, Animal Control Solutions, LLC 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 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 Census and Licensing

1. Animal Control Solutions, LLC shall conduct a pet census. This census shall be administered while answering calls from residents and police (not door to door). A list of all unlicensed pets shall be given to the contracting municipality via monthly reports. The municipality shall decide to either send out warnings to the offenders or to issue summons immediately. If warnings are sent it will be up to the municipality to contact the contractor once the warning time limit has expired to issue summons (see #2 in this section)
2. Animal Control Solutions, LLC shall at its discretion sign summons against residents that are noncompliant with pet licensing. Yearly summonsing 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 Animal Control Solutions when completed. Animal Control Solutions will then send an ACO to sign each summons. The municipality shall mail the summons to the offender. (Section 1 paragraph 4)

Court, Ordinance and Law Violations

1. Animal Control Solutions, LLC shall issue summons at the discretion of the Municipality under local ordinances and State Statutes. (See e.g., Pet Census and Licensing Paragraph 2)
2. Animal Control Solutions, LLC shall appear to all mandated court hearings under the following restrictions:
 1. Animal Control Solutions shall only send one ACO to court on any given day. This allows Animal Control Solutions the ability to continue to provide emergency services.
 2. If the court mandates that more than one ACO is required to attend a hearing at the same time the court must subpoena and notify the required ACO's at least one week prior to the court hearing. This will give Animal Control Solutions time to correct any scheduling conflicts.
 3. If the court mandates that more than one ACO is required to attend a hearing at the same time the municipality will be charged \$100 per hour fee for each ACO mandated to court over the one ACO limit.
 4. If at any time Animal Control Solutions feels that the court or municipality is causing a hardship by monopolizing its staff or otherwise preventing them from providing its contracted emergency Animal control services, they reserve the right to dismiss the case without repercussion.
3. Animal Control Solutions, LLC shall seek restitution in court incidents in which a contractor has responded to court more than 3 times for the same case. A \$100 appearance fee thereafter in accordance with Section 3, paragraph 4 of this Contract shall be requested from the court for restitution. If the court decides not to allow the restitution the fee shall be paid by the municipality. Failure to appear by the defendant, adjournments, status conferences, depositions, and meetings are all examples of situations that may cause the contractor to exceed 3 appearances in court.

Animal Cruelty

Animal Control Solutions, LLC 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, Animal Control Solutions may help in transporting the dogs and cats that are seized if they choose to use a holding facility or Vet used by Animal Control Solutions (see Appendix B for costs). Any animals held at a holding facility or Vet used by Animal Control Solutions shall remain in holding until directed by the Humane Law Enforcement Officer. If the animal(s) in question are surrendered or custody is transferred to the Municipality or the entity on behalf of the Municipality, it shall be the responsibility of the Municipality to facilitate the placement of the animal. At no time will any animal be surrendered directly to Animal Control Solutions, LLC or any of our holding facilities. The Municipality shall be billed for the cost of the care of the animal in accordance with Appendix B of this contract until the animal is removed from the holding facility or Vet. The treating Veterinarian shall have full authority to provide care to the animal that the Veterinarian feels is necessary to relieve any suffering in accordance with state law. The Humane Law Enforcement Office shall be the direct contact for any additional treatments outside the basic care necessity as well as the outcome of the animal and case. For billing and resource assistance purposes, the Humane Law Enforcement Officer shall report to Animal Control Solutions, LLC the outcome at the conclusion of their investigation. Animal Control Solutions, LLC is not obligated to provide care for animals that have been seized or held under the animal cruelty statutes unless the animals are in the care of a holding facility through Animal Control Solutions. This includes providing food and water to animals that reside on any property other than a holding facility contracted by Animal Control Solutions.

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. NJSA 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 or an owner refusing to claim their pet from a kennel, vet, or shelter. NJSA 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. NJSA 4:22-17.2, NJSA 4:22-17.5
4. Leaving an animal in a motor vehicle or transporting an animal in an unsafe manner. NJSA 4:22-18

Owned Animal Incidents

Notwithstanding the New Jersey Dangerous Dog Act, it is expressly agreed, 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 or boarding kennels that may temporarily house the animal. If the owner refuse or is otherwise unable to find suitable housing the Contractor will notify the Municipal Humane Law Enforcement Officer for direction. Animal Control Solutions 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 through Animal Control Solutions.

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

1. 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 Prosecutors Office should seize the dog or cat under the animal cruelty laws for their well-being.

2. 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 Prosecutors 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 Prosecutors office requests the removal of animal(s) and transport to a holding facility through Animal Control Solutions they must provide a copy of the executed warrant of removal to Animal Control Solutions prior to any employee of Animal Control Solutions entering the premises and removing the animal.
3. 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 Prosecutors office should seize the animal(s) for their well-being until a responsible party is located.
4. Under NJSA 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 enter into the municipal animal welfare fund.

Pet Surrender

Animal Control Solutions, LLC offers animal rescue referrals to assist with the re-homing of adoptable animals. In emergent situations we will accept pet surrenders that are deemed suitable for adoption by ACS from residents of ACS contracted municipalities, however accepting animals for this service will depend on animal's temperament, age, health, and availability of space. Surrender fee applies and is determined on the medical care the animal will need. Animal Control Solutions, LLC will not accept any owned animal for euthanasia only. Owners seeking euthanasia only shall be directed to contact a veterinarian. A list of veterinarians willing to perform euthanasia will be given upon request.

Record Keeping

1. Animal Control Solutions, LLC 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. Once these reports are forwarded to the Municipality Animal Control Solutions, LLC shall not be required to keep or forward additional copies. It is up to each Municipality to keep records in accordance with State and Federal Law.

1. Animal Control Solutions, LLC shall provide a monthly report of these records no later than the 10th day of following month to the contracting municipality. The monthly report will include a case detail report which lists the type of incident, the date of incident, the person(s) info, type of animal involved, and the outcome of the case. They will also include an intake and outcome report on the individual animal if it was impounded or seized. These reports shall be kept by the Municipality to fulfill any OPRA or Discovery requests.
2. Animal Control Solutions, LLC shall provide an annual report of these records 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.
2. Under NJ Dept. of Health regulations all holding facilities may (not required) provide animal intake and outcome numbers to the State of NJ. 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 Animal Control Solutions, LLC to participate in this survey. Our monthly reports contain all information that would be found on the survey. Non-veterinary holding facilities used by Animal Control Solutions, LLC 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 Animal Control Solutions, LLC. shall attempt rescue and transport all displaced and injured animals to a holding facility designated by the municipality. Animal Control Solutions, LLC 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 disposition of these events, Animal Control Solutions, LLC 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 Animal Control Solutions, LLC to refuel at their municipal fuel depot if they require Animal Control Solutions to respond to incidents during that time. Any damage to equipment or loss while responding to a incident under a “State of Emergency Shelter in Place” order shall be the responsibility of the Municipality requesting the response.

Other

Due to the scope of work, legality, and unpredictability of handling domestic and wild animals there maybe requests that Animal Control Solutions, LLC may not be able to perform such as rescuing an animal when the act of rescuing it puts human life in danger. Examples of this are but are not limited to rescuing animals from trees, roofs of structures, in swift moving or deep water, areas which require climbing or repelling, or areas which are inaccessible without causing damage or harm to person or property. For these types of incidents Animal Control Solutions, LLC will direct the Municipality to contact the County Animal Emergency Response Team who has the equipment to rescue the animal safely. Animal Control Solutions, LLC shall make a reasonable attempt to handle all contractual obligations within reasonable means.

“Appendix B”

Kenneling Fees for Stray Animals

The following is the schedule of fees that will apply for the impounding of stray animals through Animal Control Solutions, LLC if the animal does not require emergency medical care defined under NJAC 8:23A-1.9D1. In unclaimed stray animal cases (no known owner) and where the animal does not need emergency vet care the municipality will be charged a flat intake fee which covers all basic non-veterinary care of the animal under NJAC 8:23A-1.10 and NJSA 4:19-15.16 This includes: Basic examination by the veterinarian (includes microchip scan), intake shots, state mandated stray hold, disposition fee (for adoption prep or euthanasia), placement fee (required by most rescues and shelters). If the owner is located during the stray hold fees shall switch to the Owned Animal section of this Appendix.

The Municipality may choose to contract directly with a holding facility, vet, or shelter to house their animals. Animal Control Solutions, LLC will transport any stray impounded animal to the municipal designated holding facility free of charge however policy and billing will be between the municipality and said facility.

Stray Dogs and Puppies:	\$800.00
Stray Cats and Kittens:	\$650.00
Stray Exotic Pets: (snakes, hamsters, iguanas, etc.)	\$900.00
Stray Livestock: (all farm animals to include fowl.)	\$950.00
Stray Dead Domestic Animal Disposal:	\$ 75.00

Kenneling Fees for Owned Animals

The following is the schedule of fees that will apply for the care of owned animals seized by the Municipal Humane Law Enforcement officer, Municipal Police, or Health Department. Fees also apply to any animal originally impounded by Animal Control as a stray but identification of owner is located or known later.

In all owned animal cases the animal will be held for a time period mandated by state law, the court, Humane Law Enforcement Officer, or Health Officer and is adopted, transferred to rescue, or returned to owner. It is expressly understood that if the animal is surrendered to the municipality or another entity on behalf of the municipality, the municipality shall be responsible for all costs for the animal's care until the animal is removed from the holding facility (adopted/euthanized/transferred to rescue).

In all owned animal cases if owner is permitted to claim their animal they will be responsible for all costs incurred due to their animals impoundment / seizure (rates listed below). Upon claiming their pet if the owner refuses to pay the Vet/Kennel/Shelter, Animal Control Solutions, LLC reserves the right to add a 10% convenience fee to the invoice. The municipality will be billed for these costs but Animal Control or the Humane Law Enforcement Officer can seek restitution from the owner through court at the municipality's direction.

The Municipality may choose to contract directly with a holding facility, vet, or shelter to house their animals. Animal Control Solutions, LLC will transport any stray impounded animal to the municipal designated holding facility free of charge however policy and billing will be between the municipality and said facility.

Dogs and Puppies:

Intake Shots (given unless dog has valid tags on) (per shot)	\$ 25.00
1 Day Care	\$ 60.00

Dogs Held Under the Dangerous Dog Act (per day)	\$ 75.00
Prep Rabies Specimen	\$100.00
Dead Dog Disposal	\$100.00
Disposition Fee (Adoption prep or Euthanasia)	\$300.00

Cats and Kittens:

Intake Shots (given unless cat has valid tags on) (per shot)	\$ 25.00
1 Day Care	\$ 50.00
Prep Rabies Specimen	\$100.00
Dead Cat Disposal	\$100.00
Disposition Fee (Adoption prep or Euthanasia)	\$250.00

Livestock:

1 Day Care Large (all farm animals to include fowl)	\$150.00
Disposition Fee (Adoption prep or Euthanasia)	\$350.00

Exotic:

1 Day Care (snakes, hamsters, iguanas, etc.)	\$100.00
Disposition Fee (Adoption prep or Euthanasia)	\$250.00

Emergency Vet and Other Vet fees

Notwithstanding emergency veterinarian care required under NJAC 8:23A-1.9.D1 and services required by the NJ Dept. of Health for rabies testing and prevention, any additional treatment shall be at the sole discretion of the municipality and will be billed on a case by case basis.

An Emergency vet will only be used when all other veterinarians used by Animal Control Solutions and the municipality are closed. Emergency Veterinarian care shall be determined on a case by case basis. Animal Control Solutions, LLC shall advise the Veterinarian to only provide minimal care applicable with state law while the animal is in their care. Any other care must be approved by the municipality. Only when a licensed Veterinarian has deemed the animal to be beyond reasonable care shall the animal be euthanized prior to the state required 7 day hold or as applicable by law.

Domestic Animals:

Basic Exam	\$200.00
Euthanasia	\$200.00
Rabies Prep	\$100.00
Disposal	\$ 75.00
Monitored 1 day care (Infant Kittens)	\$100.00

Required X-Ray, Pain Meds, Fluids, and other care under NJAC 8:23A-1.9D1 \$ TBD

Wildlife:

Euthanasia	\$200.00
Rabies Prep	\$100.00
Disposal	\$ 75.00

“Appendix C”

Fix The Cats (FTC) a Low-Cost Feral Cat Mitigation Solution

The following is a schedule of fees that will apply for TNR (Trap, Neuter, and Return) services for feral cats only. All requests from residents for these services must first be approved by the Municipality. If approved, the resident shall be considered the owner of the cat(s) and shall be responsible for maintaining the cat(s) under State and Municipal Ordinance. In addition, the cat(s) will only be released on property owned by the person requesting the service. Resident will be required to capture the cat and transport the cat to an ACS approved veterinarian. ACS can provide trap/transport service for a fee.

Low-Cost FTC service includes:

- Spay/Neuter of cat
- Rabies and Distemper Vaccines
- Microchip (to link ownership)
- Ear Notch (a universal identification method for TNR)

Cost:

\$75-\$150 per cat depending on facility availability. This fee is normally paid by the person requesting the service, but the Municipality may choose to cover these costs on a case-by-case basis.

Certification 42751

CERTIFICATE OF EMPLOYEE INFORMATION REPORT RENEWAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of **15-Nov-2022** to **15-Nov-2029**



Elizabeth M. Muoio
ELIZABETH MAHER MUOIO
State Treasurer

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

DEPARTMENT OF TREASURY/
DIVISION OF REVENUE
PO BOX 252
TRENTON, NJ 08646-0252

TAXPAYER NAME:

ANIMAL CONTROL SOLUTIONS, LLC

ADDRESS:

2 MARSHALL DRIVE
FLEMINGTON NJ 08822

EFFECTIVE DATE:

08/12/08

TRADE NAME:

SEQUENCE NUMBER:

1430046

ISSUANCE DATE:

08/12/08

James J. Garrison
Director
New Jersey Division of Revenue

FORM B-9

This certificate is non-assignable and transferable only if it is conspicuously displayed at the above address.



State of New Jersey

CHRIS CHRISTIE
Governor

KIM GUADAGNO
Lt. Governor

DEPARTMENT OF THE TREASURY
DIVISION OF REVENUE AND ENTERPRISE SERVICES
33 WEST STATE STREET, 5TH FLOOR
P.O. BOX 026
TRENTON, NEW JERSEY 08625-0026
PHONE: 609-292-2146 FAX: 609-984-6679

FORD M. SCUDDER
Acting State Treasurer

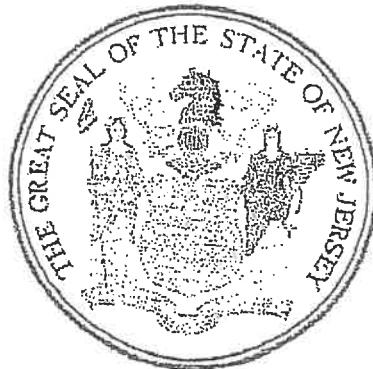
APPROVED

under the
Veteran-Owned Business Act

This certificate acknowledges ANIMAL CONTROL SOLUTIONS LLC as a Category 1 approved Veteran-Owned Business (VOB) that has met the criteria established by N.J.S.A. 52:32-49 et seq.

This registration will remain in effect for three years. Annually the business must submit, not more than 60 days prior to the anniversary of the registration notice, an annual verification statement in which it shall attest that there is no change in the ownership, eligibility or control of that business.

If the business fails to submit the annual verification statement by the anniversary date, the VOB registration will lapse and the business VOB status will be revoked in the New Jersey Selective Assistance Vendor Information (NJSavi) database that lists registered Veteran-Owned businesses. If the business seeks to be registered again, it will have to reapply and complete a new application.



Peter Lowicki
Deputy Director

Issued: September 29, 2016
Certification Number: V100151

DATE (MM/DD/YYYY)
11/12/2024

CERTIFICATE OF LIABILITY INSURANCE

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 have ADDITIONAL INSURED provisions or 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 Sanford N. Greendyke, Inc. 295 County Road 513 Califon, NJ 07830 Jennifer S Williamson	908-638-8558	CONTACT: Greendyke Associates NAME: PHONE: 908-638-8558 (A/C, No, Ext): E-MAIL: ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: Palisades Ins Co INSURER B: Drive New Jersey Insurance Co INSURER C: Berkshire Hathaway GUARD Ins. INSURER D: INSURER E: INSURER F: NAIC # 10791 11410
INSURED Animal Control Solutions, LLC 2 Marshall Dr Flemington, NJ 08822		

COVERAGES		CERTIFICATE NUMBER:		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 SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input type="checkbox"/> OCCUR					EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG
	GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC					
	OTHER:					
A	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY		PAC00001101236	08/01/2024	08/01/2025	COMBINED SINGLE LIMIT (Ea accident) 1,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE					EACH OCCURRENCE AGGREGATE
	DED <input type="checkbox"/> RETENTION \$					
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE <input type="checkbox"/> Y/N OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	R2WC547998	07/20/2024	07/20/2025	X PER STATUTE X OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT
B	Business Auto		956307563	03/08/2024	03/08/2025	Sch Autos 1,000,000

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

Animal control services.

CERTIFICATE HOLDER	CANCELLATION
Borough of New Providence 360 Elkwood Avenue New Providence, NJ 07974	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 Jennifer S Williamson



ANIMCON-01

PHATLER

DATE (MM/DD/YYYY)
11/12/2024

CERTIFICATE OF LIABILITY INSURANCE

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 have ADDITIONAL INSURED provisions or 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
Phoenix Insurance Group, Inc.
205 Main Street
Chester, NJ 07930

CONTACT Karen Williams

NAME:
PHONE (A/C, No, Ext): (973) 726-2608
E-MAIL ADDRESS: kggrass@phxins.net

FAX (A/C, No):

INSURED

Animal Control Solutions LLC
2 Marshall Drive
Flemington, NJ 08822

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A : Ategrity Specialty Insurance Co.

16427

INSURER B :

INSURER C :

INSURER D :

INSURER E :

INSURER F :

COVERAGEs

CERTIFICATE NUMBER:

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 SUBR INSD WWD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Owner's & Contractor		01-C-PK-P20067163-01	10/28/2024	10/28/2025	EACH OCCURRENCE	\$ 1,000,000
	GENL AGGREGATE LIMIT APPLIES PER:					DAMAGE TO RENTED PREMISES.(Ea occurrence)	\$ 100,000
	POLICY <input type="checkbox"/> PROJCT <input type="checkbox"/> LOC					MED EXP.(Any one person)	\$ 5,000
	OTHER:					PERSONAL & ADV INJURY	\$ 1,000,000
	AUTOMOBILE LIABILITY					GENERAL AGGREGATE	\$ 2,000,000
	ANY AUTO OWNED AUTOS ONLY	<input type="checkbox"/> SCHEDULED AUTOS				PRODUCTS - COMP/QP AGG	\$ 1,000,000
	Hired AUTOS ONLY	<input type="checkbox"/> NON-OWNED AUTOS ONLY				OTHER:	\$
	UMBRELLA LIAB	<input type="checkbox"/> OCCUR				COMBINED SINGLE LIMIT (Ea accident)	\$
	EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE				BODILY INJURY (Per person)	\$
	DED	RETENTION \$				BODILY INJURY (Per accident)	\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	<input type="checkbox"/> Y/N				PROPERTY DAMAGE (Per accident)	\$
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> N/A					\$
	If yes, describe under DESCRIPTION OF OPERATIONS below					PER STATUTE	OTHE- R
						E.L. EACH ACCIDENT	\$
						E.L. DISEASE - EA EMPLOYEE	\$
						E.L. DISEASE - POLICY LIMIT	\$

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

CERTIFICATE HOLDER

Borough of New Providence
360 Elkwood Ave
New Providence, NJ 07974

CANCELLATION

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