

**BOROUGH OF PENNINGTON
RESOLUTION 2023 – 1.38**

**RESOLUTION AUTHORIZING SHARED SERVICES
AGREEMENT WITH HOPEWELL TOWNSHIP FOR ANIMAL CONTROL SERVICES**

WHEREAS, pursuant to the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1, et seq.), the Borough of Pennington seeks to enter into a contract with Hopewell Township for the provision of Animal Control Services to the Borough;

WHEREAS, Hopewell Township provides full-service Animal Control to its residents;

WHEREAS, Hopewell Township will provide Animal Control Services to the Borough equivalent to the services it provides its own municipality, using Hopewell's own staff or through contracts with outside agencies;

WHEREAS, without limiting the generality of the foregoing, Hopewell will provide a licensed Animal Control Officer and Animal Control Investigator to perform services in accordance with Best Practices promulgated by the New Jersey Department of Health, including but not limited to:

1. respond timely to calls and complaints concerning lost, stray, injured or nuisance domestic animals, as well as suspect rabid wild or domestic animals and vicious dogs;
2. capture stray domestic animals;
3. capture wild animals rabies vectors (eg., raccoons, skunks, groundhogs, foxes and bats) threatening the safety and health of residents;
4. investigate reports of animal bite incidents and vicious dogs, with seizure and impoundment of dogs meeting criteria for being vicious dogs under State law;
5. transport captured animals to impoundment facility;
6. evaluate captured animals being transported as to need for emergency veterinary care and contact veterinarian when necessary;
7. care for, feed and maintain sanitation of animals in the public pound and observe their physical condition and behavior;
8. promote the adoption of animals and support their spaying and neutering;
9. capture, impound and arrange for humane destruction of suspect rabid animals;
10. transport suspect rabies specimens for analysis at the State Public Health Laboratory;
11. investigate animal neglect and cruelty incidents;
12. investigate complaints regarding stray animals and licensed and unlicensed domesticated animals;
13. follow-up of routine dog bites, monitoring and release from home confinement;
14. patrol as appropriate for stray cats and dogs;
15. keep records to document all calls, activities and animals picked up, including the disposition of each animal;
16. issue summons for violations of local or state animal control regulations.

WHEREAS, Hopewell will impound and otherwise house animals from the Borough as needed at the Township's contracted kennel facility, and Hopewell shall provide all normal and customary kennel services that it provides to its own impounded animals;

WHEREAS, Borough residents redeeming or surrendering animals must pay applicable Hopewell shelter fees and these fees will be retained by Hopewell as a host community benefit;

WHEREAS, determination of adoptability or need for euthanasia of any animal will be at the discretion of Hopewell subject to applicable state laws;

WHEREAS, Hopewell will provide coverage for after-hours response to animal control emergencies, which shall include but not be limited to:

1. any sick or threatening animal;
2. animal cruelty;
3. bats in house, if there is possible exposure;
4. dogs at large that are being held by resident or police;

WHEREAS, Hopewell will provide veterinary and animal handling support for one annual rabies vaccination clinic for cats and dogs, at a time and location determined by mutual agreement, with the Borough responsible for providing clerical/administrative support for this clinic;

WHEREAS, Hopewell will provide a monthly report documenting its activities and will maintain associated files according to New Jersey Records Retention standards;

WHEREAS, all services performed under the contract will be performed in accordance with applicable State standards, laws and regulations;

WHEREAS, the following services are not to be covered by the contract:

1. issuance of dog licenses (which shall remain the Borough's responsibility);
2. capture of nuisance wildlife not presenting a threat to health and safety;
3. deer carcass removal;
4. dog census (which would require an extra fee);
5. initial "Notice of Bite and Confinement" reports (usually prepared by Police Department and forwarded to Animal Control for follow-up);
5. activities commonly known as "Trap/Neuter/Release" or Managed Feral Cat Colonies (with the understanding that Hopewell animal control policy does not support feral cat colonies), Township policy does not recognize feral cat colonies, but encourages responsible pet ownership;

WHEREAS, it is understood that the services provided by Hopewell shall include manpower, vehicle costs, veterinarian bills, euthanasia costs, adoption costs and, except as otherwise specified, all other costs it incurs related to work under the contract;

WHEREAS, it is further understood that the fee for Hopewell's services under the contract is based on a per capita allocation of direct costs associated with performing the services described above, including employee salary, office expenses, subcontractor agreements, equipment and supplies, and personnel training, with additional costs for excess mileage and overtime;

WHEREAS, the proposed shared services agreement is for a five year period with renewals annually, meaning that it can be effectively terminated, on notice, at the end of each year;

WHEREAS, the fees for services reflect an annual increase, with the understanding that if the actual cost of services exceeds the fee in a given year, or, conversely, there is a decline in costs, Hopewell reserves the right to provide the Borough a revised fee for the following year based upon such actual increase or decrease in costs;

WHEREAS, the annual fees agreed to be paid to Hopewell for services under the contract are as follows:

February 1, 2023 - December 31, 2023: \$13,000.00 *

January 1, 2024 - December 31, 2024: \$13,260.00

January 1, 2025 - December 31, 2025: \$13,525.20

January 1, 2026 – December 31, 2026 \$13,795.50

January 1, 2027- December 31, 2027 \$14,071.41

- For the first year of the agreement the amount of \$13,000 per annum shall be prorated such that \$11,916 shall be paid to Hopewell Township in 2023.

WHEREAS, the form of agreement proposed by Hopewell Township is attached;

NOW, THEREFORE, BE IT RESOLVED, by the Borough Council of the Borough of Pennington, that the Mayor, with the attestation of the Borough Clerk, is hereby authorized to enter into a shared services agreement with Hopewell Township complying in substance with the form attached and the related contract proposal, incorporating Best Practices as aforesaid, and subject to approval as to form by the Borough Attorney.

Record of Council Vote on Passage

COUNCILMAN	AYE	NAY	N.V.	A.B.	COUNCILMAN	AYE	NAY	N.V.	A.B.
Angarone					Marciante				
Chandler					Stern				
Gnatt					Valenza				

This is to certify that the foregoing is a true copy of a Resolution adopted by the Borough Council of the Borough of Pennington at a meeting on January 17, 2023.

Elizabeth Sterling, Borough Clerk