

File

**TOWNSHIP OF BYRAM  
RESOLUTION NO. 14- 2011**

**RESOLUTION AUTHORIZING THE EXECUTION OF AN ANIMAL  
CONTROL AGREEMENT BETWEEN THE TOWNSHIP OF BYRAM AND  
THE TOWNSHIP OF MT. OLIVE**

WHEREAS, the Township has entered into an inter-local agreement to have the Township of Mount Olive provide Animal Control Services to the Township of Byram.


NOW THEREFORE BE IT RESOLVED by the Council of the Township of Byram, County of Sussex, State of New Jersey that the Mayor has authorization to sign the agreement between the Township of Byram and the Township of Mt. Olive.

**BYRAM TOWNSHIP COUNCIL**

<b>COUNCIL MEMBER</b>	<b>Councilman Olson</b>	<b>Councilwoman Rafferty</b>	<b>Councilman Rafferty</b>	<b>Councilman Thompson</b>	<b>Mayor Oscovitch</b>
Motion	X				
2nd				X	
Yes	X	X	X	X	X
No					
Abstain					
Absent					

ATTEST:

I certify that the foregoing resolution was adopted by the Byram Township Council at a meeting held on January 4, 2011.

  
 \_\_\_\_\_  
 Doris Flynn, RMC  
 Township Clerk

**AGREEMENT**

THIS AGREEMENT made this 4<sup>th</sup> day of January, 2011  
by and between the TOWNSHIP OF MOUNT OLIVE, a Municipal Corporation of the  
State of New Jersey with its principal office located at 204 Flanders Drakestown  
Road, Budd Lake, Morris County, New Jersey 07828 herein called "Mount Olive",

-AND-

The TOWNSHIP OF BYRAM, a municipal corporation of the State of New Jersey with  
its principal office at 10 Mansfield, Stanhope, Sussex County, New Jersey, 07874  
herein called "Byram", for animal control services.

**WITNESSETH**

- A.) That Mount Olive Township does hereby agree to perform animal control services for Byram which shall supply its own state approved pound facility.
- B.) Term of said agreement shall be for a two (2) year period commencing on January 1, 2011 and ending December 31, 2012.
- C.) Both parties shall have the right to terminate this Agreement by giving to the other party sixty (60) days written notice of their election to do so for any reason or no reason during the term of the contract. Any notice from Byram to Mount Olive Township in regard to terminating this agreement shall be served by mailing notice to: Township Administrator, 204 Flanders-Drakestown Rd, Budd Lake, NJ 07828.
- D.) Byram shall pay a base fee for the animal control services in 2011 of \$7,000.00 dollars base fee and an after hour fee of \$35.00 per hour, and for 2012 a base fee of \$7,500.00 dollars and an after hour fee of \$35.00, with a minimum of two (2) hours per call out, billed quarterly. The Mount Olive Township shall provide the township of Byram with a monthly report.
- E.) Emergency call out service charges for calls before 8:00 AM and after 4:30 PM weekdays, weekends and legal holidays shall be billed at \$35.00 per hour with a minimum of two (2) hours per call out. For planning purposes, hours will run 8:00AM to 4:30PM. Calls within these hours shall be part of the base contract agreement.

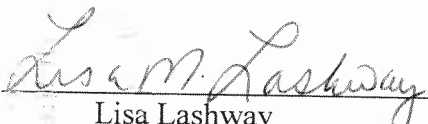
- F.) In the event that the qualified animal control officer designated by Mount Olive Township shall be away for a period of vacation, Mount Olive township shall replace said animal control officer with another qualified person, but in the event that the said officer is ill for a short period, there shall be no obligation on the part of Mount Olive Township to substitute for said officer.
- G.) In the event that the Mount Olive Township Animal Control Officer (ACO) captures or otherwise obtains a sick or injured animal within Byram, the ACO shall take said animal to the designated Mount Olive township veterinarian prior to placing the animal in the Byram Animal Pound. The cost of said veterinarian care shall be borne exclusively by Byram. All stray domestic animals obtained in Byram, housed in Byram Animal Pound shall receive required veterinary care. Veterinary care shall also be provided to repair animals for adoption. The aforementioned veterinary care shall include, but not limited to neuter, spay, rabies vaccine and feline leukemia testing. The cost of said veterinary care shall be borne exclusively by Byram.
- H.) The animal base fee shall be paid to Mount Olive quarterly, in advance, at a rate of 25% of the total annual fee. First payment by January 31, second payment by March 31, third payment by June 30, and last payment by September 30.
- I.) Byram shall have thirty (30) days from the date of quarterly billing to make payment in full to Mount Olive Township. Payments received more than thirty (30) days after the above listed due date (60 days after billing date) shall be subject to an interest fee of eight (8%) per centum retroactive to said due date.
- J.) The Township of Byram agrees to indemnify and save harmless the Township of Mount Olive, its officers, employees, agents and each and every one of them against and from all claims, suits, costs, expenses, fees, (including legal fees) and from all damages of every kind and description by reason of the injury or death of any person or persons or by reason of property damage to any property which arises from or in any manner grows out of the sole negligent acts, errors or omissions of the Township of Byram or its subcontractors or the offices, agents or employees of either.
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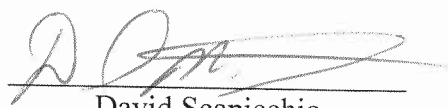
K.) The Township of Mount Olive agrees to indemnify and save harmless the Township of Byram, its officers, employees, agents and each and every one of them against and from all claims, suits, costs, expenses, fees, (including legal fees) and from all damages of every kind and description by reason of the injury or death of any person or persons or by reason of property damage to any property which arises from or in any manner grows out of the sole negligent acts, errors or omissions of the Township of Mt. Olive or its subcontractors or the offices, agents or employees of either.

IN WITNESS WHEREOF, parties hereto have caused this agreement to be executed as of the day and year first above written.

ATTEST:

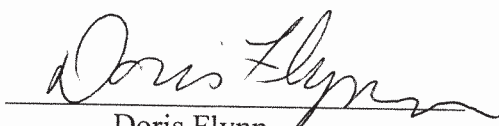
MOUNT OLIVE TOWNSHIP

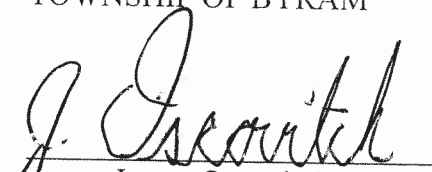
  
Lisa Lashway  
Municipal Clerk

  
David Scapicchio  
Mayor


ATTEST:

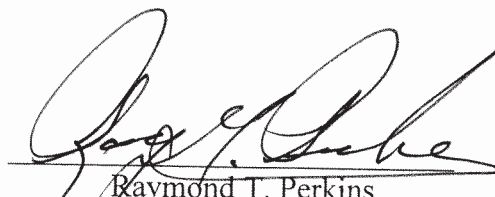
TOWNSHIP OF BYRAM

  
Doris Flynn  
Municipal Clerk

  
James Oscovitch  
Mayor

ATTEST:

  
Joann Lepre  
Board of Health Secretary  
Mount Olive Township

  
Raymond T. Perkins  
Board of Health Chairman  
Mount Olive Township