

RESOLUTION NO. 2022-55

RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT BY AND BETWEEN THE CITY OF VINELAND AND THE SOUTH JERSEY REGIONAL ANIMAL SHELTER, VINELAND, NEW JERSEY, FOR ANIMAL SHELTER SERVICES.

WHEREAS, the City of Vineland is in need of an animal shelter facility for the impoundment of stray and other animals within the municipality; and

WHEREAS, the South Jersey Regional Animal Shelter owns and operates an animal shelter facility located at 1244 North Delsea Drive, Vineland, New Jersey.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Vineland as follows:

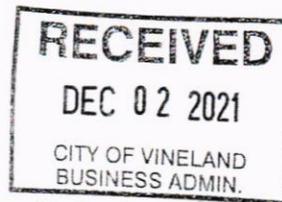
1. The Mayor and Clerk are authorized to execute an Agreement for Animal Shelter Services with the South Jersey Regional Animal Shelter in the form substantially similar to that which is attached hereto and made a part hereof commencing January 1, 2022, and expiring December 31, 2022.

Adopted:

President of Council

ATTEST:

City Clerk



South Jersey Regional Animal Shelter

1244 N. Delsea Drive

Vineland, NJ 08360

(p) 856-691-1500 (f) 856-691-2703

SouthJerseyRegionalAnimalShelter.org

November 30, 2021

Dear Sirs,

Enclosed please find a copy of the 2022 Agreement for Animal Shelter Services for your municipality. The fees are effective as of January 1, 2022 through December 31, 2022. All municipal contracts run on a calendar year fee schedule. Although we have had to increase the rates to meet the unprecedented challenges we all face with the increases in minimum wage, cost of goods, utilities and services, it is significantly less than the rate change from 2020 to 2021.

Please note that Basic Shelter Services cover stray animals only. Animals impounded as a result of owner surrenders, investigations, prosecutions, abandonments, rabies quarantine, potentially dangerous charges and bites or attacks are billed out separately on a quarterly basis. Municipalities are responsible for collecting restitution from owners. **Please be aware that services for animals being held for court/investigation will be suspended if prior quarterly invoices are past due.**

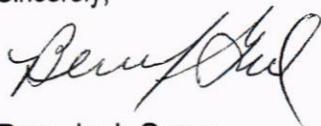
To help keep your costs down, we encourage you to:

1. **Have court cases involving impounded animals scheduled promptly and without delays.**
2. Enforce licensing by performing dog and cat census regularly.
3. Consider ordinances that require microchipping of pets and court ordered spay/neuter for running at large offenders.
4. Help curb pet overpopulation by encouraging spay/neuter of pets.
5. Report illegal breeding to your local Health Department.
6. Implement ordinances supporting Trap, Neuter, Vaccinate & Release of free roaming cats in order to curtail unnecessary sheltering and euthanasia.

Signed contracts must be returned by January 31, 2022. **Animals will not be accepted after January 31, 2022 without a completed contract.** Contracts are based on full year participation only and are taken on a first come, first serve basis as space is limited.

We appreciate the opportunity to serve you and your residents. You may reach me at director@sjras.org with any questions.

Sincerely,

A handwritten signature in black ink, appearing to read "Beverly J. Greco". The signature is written in a cursive style with a large, looping initial "B".

Beverly J. Greco
Executive Director

**AGREEMENT TO PROVIDE
MUNICIPAL ANIMAL SHELTER SERVICES**

This Agreement to Provide Municipal Animal Shelter Services ("Agreement") is made this 1st day of January, 2022, between the **SOUTH JERSEY REGIONAL ANIMAL SHELTER (SJRAS)**, a New Jersey nonprofit corporation, with its principal place of business at 1244 North Delsea Drive, Vineland, NJ 08360; and **CITY OF VINELAND**, a body corporate and politic of the State of New Jersey (the "Municipality").

WHEREAS, Municipality has requested proposals from animal sheltering facilities to receive and shelter animals captured and impounded by the municipal certified Animal Control Officer pursuant to N.J.S.A.4:19-15.16 and/or municipally designated Humane Law Enforcement Officer; and

WHEREAS, SJRAS has made a proposal to Municipality to provide animal sheltering services; and

WHEREAS, Municipality has accepted the proposal submitted by SJRAS; and

WHEREAS, the parties desire to enter into this Agreement to set forth the terms and conditions and rights and responsibilities of the parties relating to the provision of Animal Shelter Services.

For and In consideration of the mutual promises, terms, conditions and covenants hereinafter set forth, \$1.00 and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is agreed by and between the parties as follows.

1. **Incorporation of Recitals.** The recitals set forth above are incorporated herein by reference with the same force and effect as though set out at length.

2. **Definitions.** The following words and terms, when used in this Agreement shall have the following meanings unless the context in which same are utilized clearly indicates otherwise:

- a. "Additional Services" means those services described in paragraph 9, and which are not included within the Basic Shelter Services. The fees for Additional Services are not included in the Basic Contract Service Fee.
- b. "Additional Service Fees" means those fees described in paragraph 5 charged for Additional Shelter Services. Additional Shelter Service Fees are in addition to the Basic Contract Service Fees.
- c. "Basic Shelter Service Contract Fee" means that fee set forth in paragraph 5 charged for Basic Shelter Services and applies to the seizure and impoundment of Stray Animals only. The seizure or impoundment of any other animal shall be subject to the Additional Shelter Service Fee.
- d. "Basic Shelter Services" means services rendered for Stray Animals and includes housing, shelter, food, water, Basic Veterinary Care, the supply and administration of Basic Medications, the administration of medications and care prescribed by the Municipal Veterinarian and the transfer assistance set forth in paragraph 10.b.
- e. "Basic Shelter Services for "Captured, Seized or Impounded (CSI) Animals" means housing, shelter, food and water. Basic Shelter Services for CSI Animals does not include any veterinary care or supply or administration of medications.
- f. "Basic Veterinary Care" means veterinary care for Stray Animals at that level of care directed by the SJRSA Supervising Veterinarian and which can be provided by SJRSA given its limitations on personnel and/or equipment and includes routine medications. Basic Veterinary Care does not include veterinary or other medical/surgical services that require x-ray, surgery, intravenous administration of fluids, medicines or other services typically provided by Animal Hospitals as inpatient care and services or any other care or level of care that the Supervising Veterinarian determines should not be provided by SJRAS. Basic Veterinary Care does not include Emergency Veterinary Care as set forth in paragraph 13.a.
- g. "Basic Medications" are those listed on the attached Exhibit A. Basic Medications do not include those medications required by the Municipality's Veterinarian as set forth in paragraph 13.a, or medications that exceed "Basic Veterinary Care").
- h. "Captured, Seized or Impounded Animals Other than Strays" ("CSI Animals") means:
 - i. Any animal surrendered to the ACO/HLEO by its owner or other person charged with the care of the animal
 - ii. Any animal abandoned by the owner or other person charged with the care of the animal, on the premises of, or former premises of, such person.

- iii. Litters surrendered to the ACO/HLEO by the owner or other person charged with the care of the animals;
- iv. Litters, abandoned by the owner or other person charged with the care of the litter, on the premises of, or former premises of, such person.
- v. Any animal suspected of being rabid.
- vi. Any animal seized or impounded as potentially dangerous.
- vii. Any animal seized or impounded as a result of a bite or attack.
- viii. Any animal seized or impounded and required to be held pending the outcome of any court proceeding.
- ix. Any animal seized or impounded as the result of any animal cruelty investigation or prosecution.
- i. "Extraordinary Veterinary Care" means that level of veterinary care that exceeds Basic Veterinary Care.
- j. "Humane Law Enforcement Officer ("HLEO") means a County or Municipal Humane Law Enforcement Officer as defined in Senate Bill 3558 adopted into law January 8, 2018.
- k. "Minimum Statutory Hold Period" means the statutory hold period of seven (7) days for Stray Animals.
- l. "Municipal Animal Control Officer" ("ACO") means the certified animal control officer appointed pursuant to N.J.S.A. 4:19-15.16b. Municipal Animal Control Officer does not include any County or Municipal Humane Law Enforcement Officer as defined in Senate Bill 3558 adopted into law January 8, 2018.
- m. "Municipally Designated Hold" ("MDH") means the direction of the ACO or HLEO to hold an animal beyond Minimum Hold Periods.
- n. "Municipal Veterinarian" means any licensed veterinarians designated by the Municipality to which the ACO shall transport animals suspected to be sick or injured prior to delivery and acceptance by SJRAS as required by paragraph 13.a and/or the municipally designated veterinarians to whose care animals in need of Extraordinary Veterinary Care shall be taken or transferred as set forth in paragraph 13.a.
- o. "Stray Animal" means an Eligible Animal as described in paragraph 10 that is:
 - i. An animal off the premises of the owner or the person charged with the care of the animal, which is reasonably believed to be a stray.
 - ii. An animal off the premises of the owner or the person charged with the care of the animal without a current registration.
 "Stray Animal" does not include:
 - i. Any animal surrendered to the ACO/HLEO by its owner or other person charged with the care of the animal
 - ii. Any animal abandoned by the owner or other person charged with the care of the animal, on the premises of, or former premises of, such person.
 - iii. Litters surrendered to the ACO/HLEO by the owner or other person charged with the care of the animals;
 - iv. Litters, abandoned by the owner or other person charged with the care of the litter, on the premises of, or former premises of, such person.
 - v. Any animal suspected of being rabid.
 - vi. Any animal seized or impounded as potentially dangerous.
 - vii. Any animal seized or impounded as a result of a bite or attack.
 - viii. Any animal seized or impounded and required to be held pending the outcome of any court proceeding.
 - ix. Any animal seized or impounded as the result of any animal cruelty investigation or prosecution.
 - x. Any animal designated by the ACO/HLEO as a Municipally Designated Hold.
 - xi. Any animal removed from the custody or premises of its owner or other person charged with the care of the animal.
- p. "Supervising Veterinarian" means the licensed veterinarian appointed by SJRAS from time to time pursuant to N.J.A.C. 8:23-1.1 et. seq.

3. **Term of Agreement.** This Agreement shall be for a term of beginning January 1, 2022 and terminating on December 31, 2022.

4. **Shelter Services for Stray Animals.** For and in consideration of the payment of the Basic Shelter Service Contract Fee, SJRSA agrees to provide Basic Shelter Services for Eligible Stray Animals seized, captured and/or impounded by the Municipal Animal Control Officer, ("ACO"), municipal police officers, and or such other person authorized by the governing body of the municipality to seize, capture and impound Eligible Animals.

5. **Basic Shelter Service Contract Fee for Stray Animals.** The Basic Shelter Service Contract Fee for the period commencing January 1, 2022 and ending December 31, 2022 for Basic Shelter Services provided for Stray Animals is \$406,563.00 and will be billed in accordance with the provisions of paragraph 22 and payable in accordance with the provisions of paragraph 23.

6. **Basic Shelter Service for CSI Animals.** SJRAS agrees to provide Basic Shelter Services for CSI Animals as defined above for the Basic Shelter Service Fee for CSI Animals as set forth in paragraph 7, housing, shelter, food, water for CSI Animals for the Shelter Fees for CSI animals. Basic Shelter Service for CSI Animals do not include any Veterinary Services.

7. **Basic Shelter Service Fees for CSI Animals.** The Basic Shelter Service Fee is twenty dollars per day per animal commencing the day of delivery through day 30. Thirty dollars per day per animal for the period commencing day 31 until the day 60. Thirty five dollars per day per animal for the period commencing day 61 until release from hold.

8. **Veterinary Care and Medications for CSI Animals.** The municipality shall be responsible for SJRAS's cost of procuring medications, vaccines and parasite preventatives consistent with shelter protocols and those deemed necessary by the Supervising veterinarian plus and a fee of \$10.00 for the administration of those medications, per course of treatment, per animal. The municipality shall be responsible for Extraordinary Veterinary Care which shall be rendered by the Municipal Veterinarian.

9. **Additional Services.** The following shall be considered Additional Shelter Services not included in Basic Shelter Services, the fee for which is not included in the Basic Shelter Service Fee, but for which separate fees shall be charged and payable as follows:

- a. Decapitation of suspected rabid animals - \$75.00 per animal.
- b. Emergency Service Fees per paragraph 13.a and/or paragraph 15 - \$150.00.
- c. Euthanasia and disposal of MDH/CSI animals – \$250.00 per animal.
- d. Storage fee for MDH/CSI animal remains pending investigation/necropsy - \$30.00 for the first week. Any requirements to store the remains for longer than one week must be authorized by shelter management. Weekly charges will apply until written permission to dispose of remains is received from ACO/HLEO.
- e. Disposal only for MDH/CSI Animals - \$50.00 per animal.
- f. Administration fee for basic processing/documentation for MDH/CSI animals - \$20.00
- g. Administration fee for extraordinary processing/documentation/preparation of reports for MDH/CSI animals - \$50.00

10. **Eligible Animals.**

a. The animals eligible for Basic Shelter Services and Additional Shelter Services pursuant to this Agreement are:

- i. Domestic pets that are traditionally kept in the home for pleasure and not for commercial purposes or as food sources, such as a dog, cat, bird, fish, turtle, rabbits, hamsters, guinea pigs, legally permitted exotic animals such as lizards, snakes, etc., legally permitted birds.
- ii. Small livestock of 80 lbs. or less subject to available space.
- iii. Wildlife for whom euthanasia is directed by the appropriate legal authority or licensed veterinarian.

b. Animals for which are not eligible for Basic or Additional Shelter Services but for which SJRAS will assist in the transfer to a licensed wildlife rehabilitator.

- i. Injured/Sick/Immature Wildlife indigenous to New Jersey
- ii. Non-permitted species
- iii. Non-native species

c. Animals that are not eligible for any service include:

- i. Healthy Wildlife
- ii. Livestock in excess of 80 lbs.

11. **Owner Surrenders.** The sheltering services to be provided by SJRAS pursuant to this agreement is for the sheltering of stray animals captured by the municipal ACO, local police and such other persons authorized by municipal government, and does not include the sheltering of animals voluntarily surrendered by owners. The sheltering of animals voluntarily surrendered by owners shall be at the owner's separate cost and expense. Should an ACO or other municipally designated person be requested by an owner to accept the surrender of an animal, the ACO or other municipally designated person shall first obtain the authorization of SJRAS to accept such surrendered animal for sheltering and shall also obtain and provide SJRAS with such documentation from the owner as may be required by SJRAS, before such animal shall be accepted by SJRAS. The failure of the ACO, local police, or other municipally authorized individual to obtain prior authorization from SJRAS to accept surrendered animals and to provide the required documentation will result in additional charges to Municipality over and above the fee to be paid pursuant to paragraph 5.

12. **Municipal Registrations.** For the purposes of expediting the identification and reclaiming of impounded animals, the Municipality will supply SJRAS an electronic copy of its dog and cat license lists in numerical order updated quarterly.

13. **Intake Procedures.**

a. **Emergency and Immediate Veterinary Care.** Prior to delivery of any animal to the SJRAS, the ACO/HLEO shall inspect such animal for to determine whether the animal shows signs of sickness or injury, and if so, the ACO/HLEO shall immediately obtain such care from a licensed veterinarian; this may be obtained from the shelter veterinarian if he or she is available. The costs of any such outside veterinary care shall be the sole responsibility of Municipality who shall arrange for direct billing to and payment from the licensed Veterinarian. If upon examination, the licensed veterinarian authorizes the release of the animal to SJRAS, then the ACO/HLEO shall provide SJRAS with the veterinarian's digitized/non-written exam/discharge summary, treatment protocol and instructions for the animal's care, together with any necessary medications to treat the animal's condition. SJRAS may, in its sole discretion, refuse to receive any animal whose care requires more than Basic Veterinary Care or whose care level exceeds that which SJRAS is capable of providing in the opinion of the Supervising Veterinarian. In the event that the ACO/HLEO delivers an animal to SJRAS that has received Emergency Veterinary Care after SJRAS' regular business hours the ACO/HLEO shall notify SJRAS by telephone, at the telephone number provided by SJRAS from time to time. If, upon notification, SJRAS determines that it is reasonably necessary for the well-being of the animal or for the prevention of the spread of disease that Supervising Veterinarian or other staff member evaluate or treat the animal at SJRAS, the Municipality shall pay an emergency call-in fee as set forth in paragraph 8.

b. Intake of multiple animals from a single source requires prior notification and arrangements with shelter management.

c. SJRAS shall provide the Municipality with access to the animal shelter facility twenty-four (24) hours, seven (7) days a week, and shall provide its animal control officers with an access code to the animal control entrance to the facility. The ACO shall, at the time of delivery complete the appropriate SJRAS intake form as well as enter intake data into SJRAS' computer system including available owner information. There are two separate intake forms: one for Stray Impounds and one for CSI/Hold Impounds. The ACO shall provide SJRAS with all known owner information for all impounded animals. In order to keep medical costs down in the matter of disease control, ACO's are required to clean crates, carriers and other equipment with a broad spectrum disinfectant approved by the NJHD after the handling of each animal.

d. In the event that a stray domestic animal dies enroute to SJRAS, the Municipality may place such animal in a body bag provided for that purpose and SJRAS shall hold such animal for such time period as may be required or allowed by law.

14. **Authority for Municipally Designated Holds.** For all Municipally Designated Holds, the ACO/HLEO shall provide SJRAS with the legal authority supporting a hold beyond the Minimum Statutory Hold Periods during which SJRAS may not release the animal to its owners.

15. **Extraordinary Veterinary Care During Minimum Hold Period/Municipally Designated Hold.** Should any animal require Extraordinary Veterinary Care, SJRAS shall notify the ACO/HLEO and the ACO/HLEO shall transport the animal to a Veterinarian selected by such officer, at the Municipality's cost and arrange for direct billing and

payment for such care. In the event that the municipal ACO/HLEO is not available to transport an animal in need of immediate veterinary care and the shelter must provide transport; the municipality shall pay an emergency service fee as set forth in paragraph 8. Any Veterinary Care after the Minimum Hold Period or Municipally Designated Hold Period shall be done by SJRAS in its discretion, and at its cost.

16. **Owner Reclaims.** SJRAS shall be available during its regular business hours for stray and other animals of the Municipality to be lawfully reclaimed by their owners. Any fees accessible and paid as allowed by law for the reclaim of impounded animals (not held under municipally designated holds) shall be the sole and separate property of SJRAS. SJRAS shall allow the animal to be released to the owner in accordance with and upon the satisfaction of the requirements of N.J.S.A.4:19-15.16 (g), and any restriction by the ACO/HLEO against the release of any animal to the owner, other than pursuant to N.J.S.A. 4:19-19, for which the ACO/HLEO has not provided the legal authority to restrict release, shall not prevent SJRAS from releasing the animal to the owner pursuant to N.J.S.A.4:19-15.16 (g). SJRAS is not responsible for collection from the owner of any costs borne by the municipality resulting from the impounding of animals including extraordinary and emergency veterinary care.

17. **Disposition of Animals after Required Holds.** Unless final disposition is mandated by a court order, SJRAS shall have sole discretion as to the disposition of any animal after the expiration of any applicable required hold period including but not limited to, offering the animal for adoption, placement of the animal in foster care, transfer of animals to rescues or other similar facilities, or the euthanasia of any animal in the sole discretion of SJRAS.

18. **Accounting for Use in Court Proceedings.** Municipal requests for an accounting of charges incurred for CSI Animals for use in court proceedings must be made at least three (3) business days in advance of the hearing. Requests may be emailed to : administrator@sjras.org, or by written request on forms established by SJRAS. Municipality may retain all amounts recovered from the responsible party in such prosecutions, but Municipality shall remain liable to SJRAS for any unpaid amounts due under this Agreement. SJRAS will not be responsible to collect any service fees from an owner resulting from services rendered in connection with an animal held for court proceedings.

19. **Feral Cats/Trap, Neuter and Spay.** SJRAS makes every effort to promote Trap, Neuter, Vaccinate, Return for feral cats, and return feral cats that are spayed/neutered, vaccinated, ear tipped and micro-chipped to the originating location when possible, and promote caregiver volunteerism and guardianship in accordance with municipal ordinances. The City of Vineland agrees to work with SJRAS and the community to permit and encourage TNVR as the preferred method of dealing with feral cats. Nothing contained herein includes any services by SJRAS in connection with any such program.

20. **Supervising Veterinarian.** SJRAS shall appoint a licensed veterinarian to serve as the Supervising Veterinarian.

21. **Records.** All records required by law to be maintained by SJRAS shall be available for inspection by the Municipality during regular business hours.

22. **Billing.** SJRAS will bill Municipality monthly for Basic Shelter Service Fees and quarterly Additional Shelter Service Fees.

23. **Payment and Financing Fees.** Within thirty (30) days of the date of the invoice, the Municipality shall pay all charges billed by SJRAS. In the event that the Municipality fails to make payment within thirty (30) days of the date of the invoice, the Municipality shall pay each month financing fees of 2% on the amount that is outstanding each month after the thirty (30) day period. Non-disputed amounts not paid in excess of 45 days from the due date may result in a suspension of services.

24. **Disputed Charges.** In the event that the Municipality has a bona fide dispute over a charge, the Municipality shall, within fourteen (14) days of the date of the invoice, provide SJRAS with written notice of the charge that it disputes as well as the basis for such dispute and shall pay, in accordance with paragraph 23 of this Agreement, all charges not in dispute. Upon settlement of any disputed charges, the Municipality shall pay, within fourteen (14) days after the settlement or within thirty (30) days of the date of the invoice, whichever is later, all disputed charges that are properly payable as well as any financing fees.

25. **Compliance with Law.** SJRAS shall be in compliance with all laws governing animal shelter facilities in New Jersey, including all regulations promulgated by the New Jersey Department of Health.

26. **Applicable Law/Jurisdiction.** This Agreement shall be governed by and in accordance with the laws of the State of New Jersey and of the United States without regard to conflict of laws provisions. The New Jersey state court for the County of Cumberland shall have jurisdiction to hear all disputes arising under this Agreement.

27. **Contract Uncertainties and Ambiguities.** This Agreement has been fully reviewed and negotiated by the parties. Accordingly, any uncertainty or ambiguity shall not be construed for or against any party based upon any attribution of drafting to either party.

28. **No Waiver.** Failure to exercise, or delay in exercising, on the part of either party, any right, power, or privilege of that party under this Agreement shall not operate as a waiver thereof nor prejudice either party's right to take subsequent action.

29. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

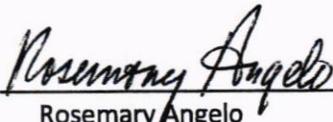
30. **Entire Agreement and Modification.** This Agreement constitutes the entire agreement between the parties and cannot be modified, except by a writing signed by both parties.

MAYOR DATE

 11/30/21

Beverly J. Greco DATE
EXECUTIVE DIRECTOR
SJRAS

CLERK DATE

 11/30/21

Rosemary Angelo DATE
PRESIDENT
SJRAS

EXHIBIT "A"

Basic Medications

EXHIBIT "B"

**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)**

05/15/19

Taxpayer Identification# 210-677-474/000

Dear Business Representative:

Congratulations! You are now registered with the New Jersey Division of Revenue.

Use the Taxpayer Identification Number listed above on all correspondence with the Divisions of Revenue and Taxation, as well as with the Department of Labor (if the business is subject to unemployment withholdings). Your tax returns and payments will be filed under this number, and you will be able to access information about your account by referencing it.

Additionally, please note that State law requires all contractors and subcontractors with Public agencies to provide proof of their registration with the Division of Revenue. The law also amended Section 92 of the Casino Control Act, which deals with the casino service industry.

We have attached a Proof of Registration Certificate for your use. To comply with the law, if you are currently under contract or entering into a contract with a State agency, you must provide a copy of the certificate to the contracting agency.

If you have any questions or require more information, feel free to call our Registration Hotline at (609)292-9292.

I wish you continued success in your business endeavors.

Sincerely,



James J. Fruscione
Director
New Jersey Division of Revenue

STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE		DEPARTMENT OF TREASURY/ DIVISION OF REVENUE PO BOX 252 TRENTON, N J 08646-0252
TAXPAYER NAME: SOUTH JERSEY REGIONAL ANIMAL SHELTER, IN	TRADE NAME:	
ADDRESS: 1244 N DELSEA DR VINELAND NJ 08360-2254	SEQUENCE NUMBER: 0381165	
EFFECTIVE DATE: 09/01/66	ISSUANCE DATE: 05/15/19	
FORM RRC	 Director New Jersey Division of Revenue	

This Certificate is NOT assignable or transferable. It must be physically destroyed at the address above.

State of New Jersey
Division of Public Contracts Equal Employment Opportunity Compliance
EMPLOYEE INFORMATION REPORT

IMPORTANT- READ INSTRUCTIONS ON BACK OF FORM CAREFULLY BEFORE COMPLETING FORM. TYPE OR PRINT IN SHARP BALLPOINT PEN. FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM AND SUBMIT THE REQUIRED \$150.00 FEE MAY DELAY ISSUANCE OF YOUR CERTIFICATE. DO NOT SUBMIT EEO-1 REPORT FOR SECTION B, ITEM 11.

SECTION A - COMPANY IDENTIFICATION

1. FED. NO. OR SOCIAL SECURITY: 21-0677424

2. TYPE OF BUSINESS: 1. MFG. 2. SERVICE 3. WHOLESALE
 4. RETAIL 5. OTHER

3. TOTAL NO. OF EMPLOYEES IN THE ENTIRE COMPANY: 30

4. COMPANY NAME: SOUTH JERSEY REGIONAL ANIMAL SHELTER

5. STREET: 1244 N. DELSEA DRIVE CITY: VINELAND COUNTY: CUMBERLAND STATE: NJ ZIP CODE: 08360

6. NAME OF PARENT OR AFFILIATED COMPANY (IF NONE, SO INDICATE): CITY: STATE: ZIP CODE:

7. CHECK ONE, IS THE COMPANY: SINGLS-ESTABLISHMENT EMPLOYER MULTI-ESTABLISHMENT EMPLOYER

8. IF MULTI-ESTABLISHMENT EMPLOYER, STATE THE NUMBER OF ESTABLISHMENTS IN NJ:

9. TOTAL NUMBER OF EMPLOYEES AT ESTABLISHMENT WHICH HAS BEEN AWARDED THE CONTRACT: 30

10. PUBLIC AGENCY AWARDED CONTRACT: CITY: COUNTY: STATE: ZIP CODE:
 CITY OF MILLVILLE MILLVILLE CUMBERLAND NJ 08332

Official Use Only	DATE RECEIVED	INADG. DATE	ASSIGNED CERTIFICATION NUMBER

SECTION B - EMPLOYMENT DATA

11. Report all permanent, temporary and part-time employees ON YOUR OWN PAYROLL. Enter the appropriate figures on all lines and in all columns. Where there are no employees in a particular category, enter a zero. Include ALL employees, not just those in minority/non-minority categories, in columns 1, 2, & 3. (DO NOT SUBMIT AN EEO-1 REPORT.)

JOB Categories	PERMANENT/SENIORITY/NON-MINORITY EMPLOYEE BREAKDOWN														
	All Employees			MALE							FEMALE				Non-Min.
	Total (Col. 1 & 2)	COL-2	COL-3	Black	Hispanic	Asian Indian	Asian	Hispanic	Black	Hispanic	Asian Indian	Asian			
Officials/Managers	2	0	2	0	0	0	0	0	0	0	0	0	0	0	
Professionals	2	1	1	0	0	0	0	0	0	0	0	0	0	0	
Technicians	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Sales Workers	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Office & Clerical	9	3	6	0	0	0	0	0	0	0	0	0	0	0	
Craftworkers (Skilled)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Operations (Semi-Skilled)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Laborer (Unskilled)	14	5	9	0	0	0	0	0	0	0	0	0	0	0	
Service Workers	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Total	30	9	21	0	0	0	0	0	0	0	0	0	0	0	
TOTAL employment from previous Report (if any)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Temporary & Part-Time Employees	The data below shall NOT be included in the figures for the appropriate categories above.														
	0	0	0	0	0	0	0	0	0	0	0	0	0	0	

12. SHOW WAS INFORMATION AS TO RACE OR ETHNIC GROUP IN SECTION 9 OBTAINED? FROM THE EMPLOYEE

13. DATES OF PAYROLL PERIOD USED: FROM: 05/12/2018 TO: 05/18/2018

14. IS THIS THE FIRST Employee Information Report Submitted? YES NO

15. IF NO, DATE LAST REPORT SUBMITTED:

SECTION C - SIGNATURE AND IDENTIFICATION

16. NAME OF PERSON COMPLETING FORM (Print or Type): SUSAN B. SMITH SIGNATURE: *Susan B. Smith* TITLE: BOOKKEEPER DATE: 05/17/2018

17. ADDRESS NO. & STREET: 1244 N. DELSEA DRIVE CITY: VINELAND COUNTY: CUMBERLAND STATE: NJ ZIP CODE: 08360 PHONE AREA CODE, NO.: 856-691-1500

I certify that the information on this form is true and correct.

STATEMENT OF OWNERSHIP DISCLOSURE

N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.

Name of Organization: South Jersey Regional Animal Shelter

Organization Address: 1244 N. Delsea Drive, Vineland, NJ 08360

Part I Check the box that represents the type of business organization:

- Sole Proprietorship (skip Parts II and III, execute certification in Part IV)
- Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)
- For-Profit Corporation (any type) Limited Liability Company (LLC)
- Partnership Limited Partnership Limited Liability Partnership (LLP)
- Other (be specific): _____

Part II

The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. **(COMPLETE THE LIST BELOW IN THIS SECTION)**

OR

No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. **(SKIP TO PART IV)**

(Please attach additional sheets if more space is needed):

****NOTE: IF NAME LISTED IS AN INDIVIDUAL, PLEASE PROVIDE HOME ADDRESS. IF NAME LISTED IS A BUSINESS ENTITY, PLEASE PROVIDE BUSINESS ADDRESS. IF THE WRONG ADDRESS IS PROVIDED IT WILL BE CAUSE FOR AUTOMATIC REJECTION OF THE BID OR PROPOSAL.**

Name of Individual or Business Entity	Home Address (for Individuals) or Business Address

Part III DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II

If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. **Attach additional sheets if more space is needed.**

Website (URL) containing the last annual SEC (or foreign equivalent) filing	Page #'s

Please list the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II other than for any publicly traded parent entities referenced above. The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed. **Attach additional sheets if more space is needed.**

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Home Address (for individuals) or Business Address

Part IV Certification

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the *<name of contracting unit>* is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with *<type of contracting unit>* to notify the *<type of contracting unit>* in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the, permitting the *<type of contracting unit>* to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):	Beverly Greco	Title:	Executive Director
Signature:		Date:	11/23/2021

STANDARD BID DOCUMENT REFERENCE	
	Reference: VII-C
Name of Form:	STOCKHOLDER DISCLOSURE CERTIFICATION
Statutory Reference:	N.J.S.A. 52:25-24.2 (P.L. 1977, c.33)
Instructions Reference:	Statutory and Other Requirements VII-C
Description:	Meets statutory criteria for disclosure of bidder's ownership.

No corporation or partnership shall be awarded any contract for the performance of any work or the furnishing of any materials or supplies, unless, prior to the receipt of the bid or accompanying the bid of said corporation or partnership, there is submitted a statement setting forth the names and addresses of all stockholders in the corporation or partnership who own ten (10) percent or more of its stock of any class, or of all individual partners in the partnership who own a ten (10) percent or greater interest therein. Form of Statement shall be completed and attached to the bid proposal.

The Attorney General has concluded that the provisions of N.J.S.A. 52:25-24.2, in referring to corporations and partnerships, are intended to apply to all forms of corporations and partnerships, including, but not limited to, limited partnerships, limited liability corporations, limited liability partnerships, and Subchapter S corporations.

Bidders are required to disclose whether they are a partnership, corporation or sole proprietorship. The Stockholder Disclosure Certification form shall be completed, signed and notarized. Failure of the bidder to submit the required information is cause for automatic rejection of the bid.

KeyCite Yellow Flag - Negative Treatment
Proposed Legislation

New Jersey Statutes Annotated
Title 52: State Government, Departments and Officers
Subtitle 3: Executive and Administrative Departments, Officers and Employees (Refs & Annos)
Chapter 25: State Purchasing Department
Article 5: Requisitions and Purchases

N.J.S.A. 52:25-24.2

52:25-24.2. Bidders to submit statement of ownership of 10 percent or greater interest in corporation, partnership, or limited liability company prior to award of public contract; bidders with direct or indirect publicly traded parent entities

Effective: August 31, 2016

Currentness

No corporation, partnership, or limited liability company shall be awarded any contract nor shall any agreement be entered into for the performance of any work or the furnishing of any materials or supplies, the cost of which is to be paid with or out of any public funds, by the State, or any county, municipality or school district, or any subsidiary or agency of the State, or of any county, municipality or school district, or by any authority, board, or commission which exercises governmental functions, unless prior to the receipt of the bid or accompanying the bid, of said corporation, said partnership, or said limited liability company there is submitted a statement setting forth the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. If one or more such stockholder or partner or member is itself a corporation or partnership or limited liability company, the stockholders holding 10 percent or more of that corporation's stock, or the individual partners owning 10 percent or greater interest in that partnership, or the members owning 10 percent or greater interest in that limited liability company, as the case may be, shall also be listed. The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member, exceeding the 10 percent ownership criteria established in this act, has been listed.

To comply with this section, a bidder with any direct or indirect parent entity which is publicly traded may submit the name and address of each publicly traded entity and the name and address of each person that holds a 10 percent or greater beneficial interest in the publicly traded entity as of the last annual filing with the federal Securities and Exchange Commission or the foreign equivalent, and, if there is any person that holds a 10 percent or greater beneficial interest, also shall submit links to the websites containing the last annual filings with the federal Securities and Exchange Commission or the foreign equivalent and the relevant page numbers of the filings that contain the information on each person that holds a 10 percent or greater beneficial interest.

Credits

L.1977, c. 33, § 1, eff. March 8, 1977. Amended by L.2016, c. 43, § 1, eff. Aug. 31, 2016.

Notes of Decisions (13)

N. J. S. A. 52:25-24.2, NJ ST 52:25-24.2

STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business:

I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

OR

I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business organization:

Partnership

Corporation

Sole Proprietorship

Limited Partnership

Limited Liability Corporation

Limited Liability Partnership

Subchapter S Corporation

Non-Profit

EXHIBIT "A"

BASIC MEDICATIONS

Rimadyl, cephalexin, doxycycline, amoxicillin, orbax, clindamycin, baytril, prednisone, cefa drops, clavamox, metronidazole, panacur, terbinafine, ponazunil, strongid, tresaderm, convenia, penicillin, droncil/drontal, frontline/vectra and capstar, bravecto, triple antibiotic eye meds w/hydrocortisone, ear meds: otomite, mometamex, zymox. Vaccines: distemper (DAPPvL, HCP, CV), UltranasalFVRC (for uri), Intra Trac III (for kennel cough). Pain meds: buprenorphine. Anti inflammatory: depo medrol, benadryl (diphenhydramine), dexamethasone, ivermectin.

Parvo and heartworm tests.

EXHIBIT B

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE N.J.S.A. 10:5-31 et seq. (P.L. 1975, c. 127) N.J.A.C. 17:27 et seq.

GOODS, GENERAL SERVICE AND PROFESSIONAL SERVICES CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq. as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

Individual/sole proprietor or single-member LLC

C Corporation

S Corporation

Partnership

Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Other (see instructions) ▶ _____

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions. Requester's name and address (optional)

6 City, state, and ZIP code

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

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or

Employer identification number

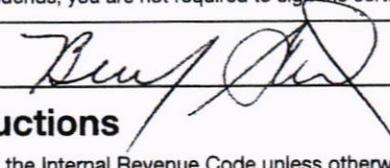
2	1	-	0	6	7	7	4	7	4
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Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶  Date ▶ 1/1/2021

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.