



**Office of the Health Officer**  
**Jeffrey C. Grosser, MHS, HO, REHS**  
Princeton Health Department  
1 Monument Drive,  
Princeton, NJ 08542  
609-497-7608 Fax: 609 688-2031  
[www.princetonnj.gov](http://www.princetonnj.gov)  
[jgrosser@princetonnj.gov](mailto:jgrosser@princetonnj.gov)

Memo

To: Linda McDermott, Clerk  
From: Jeffrey C. Grosser, MHS, HO - Health Officer  
Date: April 24, 2014

PSA – Deer Carcass Removal Service, LLC

I have attached the Professional Services Agreement for Deer Carcass Removal Services, LLC.



**GMPHP** Greater Mercer  
Public Health  
*Partnership*

**RESOLUTION  
OF THE MAYOR AND COUNCIL  
OF PRINCETON**

**WHEREAS**, Princeton desires to enter into a professional services agreement in connection with certain activities as hereafter more particularly stated, and

**WHEREAS**, the services to be performed are professional services which are exempt from public bidding under the Local Public Contracts Law.

**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and Council of Princeton as follows:

The Mayor and Clerk are hereby authorized to enter into a contract for professional services with **Deer Carcass Removal Service, LLC, PO Box 328, Cream Ridge, NJ 08514** (hereinafter referred to as "Provider") to provide consultant services for the Princeton from **January 1, 2014 through December 31, 2014**, as hereafter more particularly stated.

1. The contract so authorized shall require the Provider to provide professional health services and other related duties as cited in the agreement proposal of **January 1, 2014** (attached), for a total contract amount not to exceed **\$3,000.00**.

Under this Agreement, Provider shall at all times act as an independent professional contractor and shall have no authority to act as an agent or representative of Princeton or to enter into any financial or other contractual commitment on behalf of Princeton without the prior written approval of same granted in accordance with law.

Rendition of Invoices: Payment of fees will be made upon the submission to the Provider to Princeton of invoices in duplicate in the form prescribed by Princeton not later than the tenth (10th) day of the month following that covered by the invoice, and shall specify in detail the periods for which fees are claimed for the services performed. The provider shall give written notice to Princeton when the Provider has billed eighty (80%) of the compensation set forth in paragraph I of the Agreement.

2. The form of contract shall include standard provisions common to professional service agreements entered into by Princeton and shall be subject to approval by the Princeton Attorney.

3. The contract shall be awarded without competitive bidding as a contract for professional services under the provisions of the Local Public Contracts Law because the subject services will be performed by a person or persons authorized by law to practice a recognized profession and whose practice is regulated by law.

4. A notice of this action shall be published in the Princeton Packet as required by law within ten (10) days of its passage.

Councilperson	Absent	Present	1 <sup>st</sup>	2 <sup>nd</sup>	Yea	Nay	Abstain	Disqualified
Ms. Butler								
Ms. Crumiller								
Ms. Howard								
Mr. Liverman								
Mr. Miller								
Mr. Simon								
Mayor Lempert								
<p>I, LINDA McDERMOTT, Clerk of Princeton, do hereby certify that the above is a true and complete copy of a resolution adopted by the Mayor and Council of said Princeton at a meeting held May 28, 2013</p> <p>IN WITNESS WHEREOF, I hereunto set my hand and affix the corporate seal of said Princeton, this 28<sup>th</sup> day of May, 2014.</p> <p>_____</p> <p>LINDA McDERMOTT Princeton Clerk</p>								

TOWN OF PRINCETON - COUNTY OF MERCER

DEER CARCASS REMOVAL AGREEMENT

AGREEMENT, made this 1<sup>st</sup> of January 2014, by Deer Carcass Removal Service LLC, P. O. Box 328 Cream Ridge, New Jersey 08514 (hereafter referred to as "Consultant") and Princeton, a municipal corporation in the County of Mercer and State of New Jersey (hereafter referred to as the "Princeton"), 400 Witherspoon Street, Princeton, New Jersey 08540;

WHEREAS, the Princeton and Consultant desire to enter into an agreement for the performance by Consultant services in connection with certain activities being conducted by the Princeton, as hereafter more particularly mated,

NOW, THEREFORE, in consideration of the mutual obligations hereafter set forth, the parties hereto agree as follows:

1. STATEMENT OF WORK

The removal and sanitary disposal of deer carcasses from all municipal roadways, adjoining turf medians, and shoulder areas within the public right-of-ways, public parks and municipal property within the geographic border of the above municipality, also included will be the removal from private property after obtaining a signed consent form from the property owner.

2. REPORTING PROCEDURE

Reporting deer carcasses will be by GOVERNMENT OFFICIALS ONLY, Fax requests using the supplied form is the preferred method. The vendor will not accept removal requests from the general public.

3. REPORTING AGENCIES AND ROADWAY JURISDICTION

All pickup requests reported by the undersigned will be invoiced directly to that govern body regardless of roadway jurisdiction. Reporting agencies must be fully aware of all roadway jurisdictions within their geographic boundaries.

4. REMOVAL TIME FRAME

This vendor will remove all properly reported carcasses five days a week, within 48 hours. The vendor will increase his schedule to a sixth day with increased seasonal volume.

5. DISPOSAL

All carcasses will be disposed of properly in a sanitary manner, placed in a registered landfill with the appropriate agency.

6. INSURANCE

This vendor agrees to the following;

General Liability: The limits of liability for bodily injury and property damage shall not be less than \$1,000,000.00 per occurrence as a combined single limit.

Workman's Compensation: Workers Compensation insurance applicable to the laws of the State of New Jersey and Employers Liability Insurance with limits not less than:

\$100,000.00 Bodily Injury, Each Occurrence

\$100,000.00 Disease Each Employee

\$500,000.00 Disease Aggregate Limit

Automobile:

Automobile Liability Insurance which shall be written to cover any automobile used by the insured. Limits of liability for bodily injury and property damage shall not be less than \$1,000,000.00 per occurrence as a combined single limit.

7. ELECTRONIC TRACKING AND COLLECTION

Deer Carcass Removal Service will be using satellite coordinates with a time date stamp for every pickup in Princeton. Tested to 90% accuracy a. data base will be built by Deer Carcass Removal Service LLC for reference and billing. Questions on invoices will be reinforced with the backup system.

8. DATA

All data collected in the process, removal and disposal of deer carcasses becomes the sole property of Deer Carcass Removal Service LLC.

9. COSTS

The cost for removal is as follows:

The removal of properly reported deer carcasses as set forth in the above specification will be \$60.00 per carcass.

Carcasses not found due to improper reporting and/or removed by others without proper notification to Deer Carcass Removal Services will be invoiced at a fee of \$50.00 each.

10. COMPLETE AGREEMENT: GENERAL PROVISIONS

This Agreement is hereby deemed to be complete, take precedence over all other prior to existing understandings or agreements, if any, whether oral or written, and shall not be modified, assigned or transferred except upon the written consent of both parties hereto. All notices by either party to the other required or permitted hereunder may be sent by regular mail to their respective addresses first set forth above unless sooner revised by written notice.

11. PAYMENT

This vendor will bi-monthly invoice Princeton. Payment is expected to be received no later than 30 calendar days from date of invoice. Any invoice not paid within this time frame will be charged 11/2 % interest and the account will be placed on hold.

12. AGREEMENT CANCELLATION

Signed parties agree to a one year agreement. Cancellation at any time during the agreement period may be initiated by either party in the front of a certified letter with 30 days notice.

13. PAYMENT INFORMATION

All invoicing will be sent to the Princeton Health Department, One Monument Drive, P.O. Box 390, Princeton, NJ 08542, c/o Health Officer/Animal Control Officer.

PRINCETON

By: \_\_\_\_\_  
Liz Lempert, Mayor

By: \_\_\_\_\_  
George Wilhelm  
Deer Carcass Removal Service LLC