



The Borough of Sayreville
Municipal Clerk's Office

167 Main Street
Sayreville, NJ 08872
Tel: 732-390-7020 • Fax: 732-390-0509

April 3, 2024

M. Steele
opra+request-60043-833296da@requests.opramachine.com

Re: Request for Access to Public Records

Greetings:

As requested pursuant to the Open Public Records Act, enclosed is the response from the Borough of Sayreville Clerk's Office.

If I can be of any further assistance, please do not hesitate to call my office.

Very truly yours,

Jessica Morelos
Jessica Morelos, R.M.C.
Municipal Clerk

JM/jo



ASSOCIATED HUMANE SOCIETIES

EXECUTIVE OFFICES/
ESSEX COUNTY BRANCH
124 Evergreen Avenue
Newark, NJ 07114-2133
P 973-824-7080
F 973-824-2720
E ContactUs@AHScares.org

OCEAN COUNTY BRANCH
HOME OF POPCORN PARK
Humane Way - PO Box 43
Forked River, NJ 08731-0043
P 609-693-1900
F 609-693-8404
E NJhumane@ahsppz.org

MONMOUTH COUNTY
BRANCH
2960 Shafto Road
Tinton Falls, NJ 07753-7608
P 732-922-0100
F 732-922-4032
E TintonFallsAHS@ahsppz.org

www.AHScares.org

THIS AGREEMENT is made this 1st day of January, 2023 by and between the ASSOCIATED HUMANE SOCIETIES, INC., a 501C(3), non-profit corporation organized under State and Federal law, having principal offices at 124 Evergreen Avenue, Newark, New Jersey 07114, hereinafter referred to as the "Society," and the BOROUGH OF SAYREVILLE, a municipal corporation of the State of New Jersey, having its principal offices at 167 Main Street, Sayreville, New Jersey 08872, hereinafter referred to as the "Municipality".

WHEREAS the Municipality wishes to retain the Society for the provision of Animal Control Services, as defined herein;

NOW, THEREFORE, the Society and the Municipality agree as follows:

Provision of Services:

The Society shall provide Animal Control Services (defined below) for the Municipality as an independent contractor for a period of one year beginning on the 1st day of January 2023 and ending on the 31st day of December 2023. Animal Control Services shall be provided Monday through Friday between the hours of 9:00 a.m. and 5:00 p.m. Animal Control Services shall also be provided on weekends, holidays and after 5:00 p.m. weekdays.

Payment for Services:

The Municipality will pay the yearly sum of \$90,000.00 to the Society for the provision of Animal Control Services, said sum to be prorated payable on a monthly basis of \$7,500.00 per month. Payment for all services, including for Additional Services and expenses as stated herein, are due thirty (30) days after the presentment of an invoice and/or Municipal voucher executed by the appropriate party unless express terms to the contrary are agreed upon by the Society. There will be a two (2%) percent late fee imposed per month if payment is over thirty (30) days past due. If non-payment goes beyond sixty (60) days, services will be suspended until paid in full (including interest, costs and expenses). It is expressly understood and agreed that the Society is not obligated to incur any cost, expense or legal fee as a consequence of the failure of the Municipality to timely and fully remit all payment due hereunder; such cost, expenses and/or legal fees shall be the sole responsibility of the Municipality and included in payment in full.

Animal Control Services Defined:

For purposes of this Agreement, Animal Control Services are defined as: the rescue, recovery, and care of injured animals, trapped animals, sick animals, animals whose lives are endangered and animals that present a danger to humans or other animals, including those who have bitten humans or other animals.

It is expressly understood, except as otherwise stated, that the Animal Control Services to be provided by the Society include the costs and expenses incurred by the Society in the maintenance of custodial facilities and vehicles to be used by the Society's Animal Control Officers.

The Animal Control Services provided to the Municipality shall be performed by an Animal Control Officer employed by the Society. It is expressly understood that the Animal Control Officer is not a law enforcement officer, shall not put his or her life in peril, and accordingly, in certain situations, local police presence may be requested and required for the Animal Control Officer to respond. The Animal Control Officer shall be an employee of the Society.

Animal Control Services under this Agreement are subject to the following terms and conditions:

1. Marine mammals are specifically excluded from the definition of Animal Control Services under this Agreement.
2. Dead deer are **specifically excluded from the definition of Animal Control Services under this Agreement**. The Society will not be responsible for handling deer carcasses, provided however, that the Society shall retrieve infirm, injured deer and orphaned fawns.
3. The Society will not trap or rescue Canada Geese, unless same are in need of veterinary care.
4. There will be no additional charge for trapping or picking up bats or injured wildlife.
5. Dead animals, **excluding deer**, will be picked up with no extra charge.
6. The Society will not pick up live rats, mice, moles or voles or any other small rodents.
7. Trapped healthy animals that do not pose a threat or safety risk to the public shall be released at or near the area of capture in accordance with standard rules and regulations of the industry.

8. The Society shall, at the request of a municipal resident who is the owner of an unwanted animal, render assistance in delivery of said animal to an appropriate humane shelter, including a shelter maintained by the Society. However, such assistance is not within the scope of Animal Control Services under this Agreement. The owner shall be responsible for payment to the Society of the costs and expenses of such assistance, (\$95.00 Monday through Friday 9am to 5pm, standard business hour, \$125.00 all other times) and should the owner fail to pay, said costs and expenses shall be the responsibility of the Municipality.

9. The Society will not trap or pick up feral cats, unless they are part of a TNVR (Trap, Neuter, Vaccinate Return) Program authorized by the Municipality. In those cases, the Society will work with the TNVR Program to trap, spay/neuter, vaccinate and release the cat back to the area they were trapped as "Additional Services." Such Additional Services will incur a charge of \$50.00 per cat. If the Society cannot collect this fee from the TNVR Program, the Municipality will be responsible for the Additional Services fees.

10. The Society shall use reasonable efforts to impound any stray, abandoned or unlicensed dog or cat running at large on property within the Municipality. When such impoundment occurs (and after a seven (7) day hold period), it is expressly understood once the Society accepts any animal and takes it into custody, the animal shall be put up for adoption, if possible, or humanely euthanized at the sole and exclusive discretion of the Society.

11. Upon proof of ownership, any person may redeem his or her animal from the Society upon payment to the Society the sum of \$95, Monday through Friday, 9:00 a.m. until 5:00 p.m. (standard business hours). There will be a \$125 fee for other times. In addition, the owner shall be responsible for the costs for each day the animal has been impounded as stated below:

\$4.00 per day under State Law for the first seven (7) days (unless ownership of the animal is established prior to the end of the seven (7) days and said owner does not redeem his animal.) Once the ownership is established and the animal is no longer a stray, regular boarding rates shall prevail and are to be paid to the Society prior to the release of the animal. No release or redemption shall be honored unless the owner provides proof of ownership or a current license. The owner will be charged \$12.72 per day for each additional day for boarding once the initial seven (7) day period has passed. In addition, the owner shall be responsible for the costs of any vaccine given.

12. Any owned animal without a current license and/or rabies certificate shall be reported by the Animal Control Officer to the Municipality. The owner will be given seven (7) days to register the animal for a license or a summons will be issued providing the Municipality supplies Summons books. The Animal Control Officer is responsible for following up and issuing a summons, if necessary.

13. As per N.J.S.A. 4:19-32, the Society will inspect the enclosure and the owner's property of a potentially dangerous dog, at least monthly, to determine continuing compliance

with paragraphs (2) and (3) of subsection A of N.J.S.A. 4:19-24.8. The Society shall submit the inspection reports to the Municipality on a monthly basis.

14. The Society shall not provide census or canvassing services for license compliance within the Municipality. Under N.J.A.C. 4:19-15.15, the Municipality must appoint a party or agency to canvas for owned animals.

15. Any stray dog or cat or any other animal taken into custody by the Society and charged with biting a human shall be quarantined for the required quarantine period of ten (10) days. The cost and expense incurred during this period shall be the responsibility of the owner. If no known owner, the costs shall be absorbed by the Society.

16. In case of potential rabies exposure, the cost of transportation of the head of an animal suspected of rabies to the State Department of Health shall first fall to the owner of the animal and, if no known owner, shall be provided by the Society, under the condition that the animal expired on the premises before the ten (10) day quarantine period referred to above.

17. Removal of an animal, including wildlife, within the living space, inside the walls or ceiling of a home, apartment building or garage is not covered under this Agreement as Animal Control Services. The Society will respond to those calls; however, the owner of the premises will be charged \$95.00 per hour during regular business hours and \$125.00 per hour after standard business hours. If the owner fails to pay, the municipality shall be responsible for payment. If the animal is physically in the resident's living space and posing a threat to the well-being of the resident, there will be no charge for the removal of the animal.

18. The Municipality shall be charged an additional boarding fee of \$20.00 per day, payable monthly, for any animal, which upon request from the Municipality, shall be boarded as part of a Court case or upon order from the Health Department or a Court directive to impound such animal. After ninety (90) days, it is the responsibility of the Municipality to find alternate kenneling/housing for any Court-held animal. The Society cannot continue to hold animals beyond ninety (90) days for reasons that include capacity issues and the health of the animal and costs involved. The Municipality agrees to expressly seek reimbursement of direct and reasonable costs incurred by the Society as part of any judgment. In the absence of such, the cost shall be the responsibility of the owner or, if the owner fails to pay, then of the Municipality.

Emergencies:

Upon a request from the Municipality, the Society shall respond to any emergency as defined herein. Emergency treatment will be provided to ill or injured animals as required by State law and regulation. The Society reserves the right, at its sole discretion, to determine if the animal requires transportation to an emergency clinic on nights, weekends, or holidays when our own veterinarians are not available.

If there is no known owner, the cost and expense incurred by the Society for emergency treatment will be the responsibility of the Municipality, except that, if the owner is known, the

costs of emergency treatment will be charged to the owner. However, if the owner fails to pay the costs of emergency treatment, said costs shall be paid to the Society by the Municipality.

Response time to an emergency will be no longer than one (1) hour during normal business hours of operation. All calls to the Society for Animal Control Services after normal business hours, must be received through the Police Department or Health Department of the Municipality. Residents shall not be instructed by the Municipality to contact the Society or Animal Control Officers directly after normal business hours.

Open Public Records Act:

The Society, as a non-profit, independent contractor is not subject to OPRA (Open Public Records Act). However, if the Society receives an OPRA request, it will be forwarded to the appropriate Municipal Agency within seven (7) business days. The Society is not required to and will not produce records to Municipalities to comply with OPRA requests. The Municipality is encouraged to retain any and all paperwork received from the Society for OPRA fulfillment and compliance.

Traps:

Unless traps are available for rent from the Municipality, traps are available to rent from the Society (depending on the season and availability of traps) with a deposit of \$65.00 and a fee of \$4.28 per day, which will be deducted from the deposit. Dog traps will also be available (depending upon the season and availability of traps) with a deposit of \$150.00 and a fee of \$10.70 per day, which will be deducted from the deposit. The Society reserves the right to establish conditions for humanely setting traps. Once a trap is set, it is the responsibility of the property owner/business/landlord or tenant to monitor the trap and inform the Society IMMEDIATELY when pick up is needed. (SEE TRAP RENTAL AGREEMENT/RULES & REGULATIONS ATTACHED).

Additional Terms:

Termination. This Agreement may be terminated during the term by either party upon ninety (90) days written notice by Certified Mail (Return Receipt Requested), to the other party.

Right to Cure. The failure of either party to perform its obligations under this Agreement shall constitute a breach of this Agreement, entitling the non-breaching party the right to termination upon thirty (30) days written notice by Certified Mail (Return Receipt Requested) to the breaching party. The breaching party shall have the right to cure its breach within the thirty (30) day notice period.

Indemnification. The parties hereto shall indemnify and hold the other harmless from and against any claim, award, cost, or expense by any third party not affiliated in any way or employed by either party, for damage or injury caused by the act or omission of the indemnifying party or its agents, excluding damage caused by an animal.

Authority. The signatory of this document represents that it/he/she possesses the requisite authority to bind the public entity and further represents the execution of this Agreement is authorized by the Municipality.

Severability. If any term or provision of this Agreement shall be deemed unenforceable or invalid, said unenforceability or invalidity shall not affect or impair any other term or provision, and all other terms or provisions shall remain in full force and effect.

Governing Law. This Agreement shall be interpreted under the laws of the State of New Jersey, and any action arising out of this Agreement shall be brought in New Jersey court.

Entire Agreement. This Agreement represents the entire agreement between the parties hereto and supersedes all prior agreements or negotiations.

Modification. This Agreement may only be modified in writing by the party from whom permission to modify is sought.

Non-Waiver. The failure of one party to this Agreement to insist on the performance of any term or condition by the other party shall not operate as a waiver of any other term or condition, and all terms and provision of this Agreement shall remain in full force and effect.

THIS AGREEMENT is a sole expression of the understanding between two parties and may only be modified by a written agreement signed by both parties.

ASSOCIATED HUMANE SOCIETIES

BY



WITNESS:



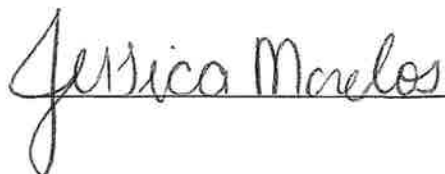
CITY/BOROUGH/TOWNSHIP OF
SAYREVILLE

BY



Victoria Kilpatrick, Mayor

ATTEST:



DATE



Animal Control Services Agreement

THIS AGREEMENT is made this ___ day of _____, 2024 by and between the **ASSOCIATED HUMANE SOCIETIES, INC.**, a 501C(3), non-profit corporation organized under state and federal law, having principal offices at 124 Evergreen Avenue, Newark, New Jersey 07114 (the "Society"), and Borough of Sayreville, a municipal corporation of the state of New Jersey, having its principal offices at 167 Main Street, Sayreville, New Jersey 08872 (the "Municipality"), collectively the "Parties."

WHEREAS, the state of New Jersey requires each municipality to provide animal control services or to contract for the provision of such services;

WHEREAS, animal control services are important to communities in a variety of ways including rescuing animals in distress, reuniting lost pets and their families, responding to nuisance complaints, et cetera;

WHEREAS, the Society is dedicated to providing animal control services in compliance with the rules and regulations established by the New Jersey Department of Health, Office of Veterinary Health.

WHEREAS, the Society is further dedicated to providing animal control services in a humane and progressive manner, including having the goals of reducing the number of animals coming into the shelter through prevention programs (including managed intake and targeted spay/neuter programs), and moving out animals that enter the shelter as quickly as possible (through adoption or other programs);

WHEREAS, the Society is further dedicated to consulting with reputable professional entities in the field of progressive animal sheltering and community services such as the National Animal Care and Control Association, the Association of Feline Practitioners, and other national organizations;

WHEREAS, never before has the public been so interested and involved in the care of animals in their communities. With this comes both the need and opportunity to improve the care provided and address new challenges and financial considerations as the services evolve to meet societal expectations and community needs;

ASSOCIATED HUMANE SOCIETIES

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E TintonFallsAHS@ahsppz.org

www.AHScares.org

WHEREAS, the Municipality acknowledges and agrees with the importance of such progressive animal control services and the general goals of reducing the suffering and euthanasia of animals, and serving community members and the welfare of animals;

WHEREAS, the Municipality desires the Society to provide animal control services and the Society desires to provide such services;

NOW THEREFORE, in consideration of the mutual agreements and promises contained in this Agreement, the parties hereby agree as follows:

1. Animal Control Services: The Society shall perform the services set forth in Attachment A attached to this Agreement ("Animal Control Services" or the "Services").
2. Term: This Agreement shall commence on the 1st day of January 2024 and terminate on the 31st day of December 2024, unless extended in writing by mutual agreement of the Parties.
3. Hours: The Society shall provide the Services 24 hours a day, seven days a week, including holidays. Normal business hours shall be considered to be Monday through Friday between the hours of 9:00 a.m. and 5:00 p.m, excluding holidays.
4. Contract Price: The total amount to be paid by the Municipality to the Society for the Services shall be: \$90,000.00 ("Contract Price"). Payment: The Municipality shall pay the Contract Price in prorated monthly payments of \$7,500.00 per month, plus any Additional Services and expenses as stated herein. Payments are due on the first day of each month during the term provided that the Society has presented the Municipality with an invoice and/or Municipal voucher executed by the appropriate party thirty (30) days prior to the respective monthly payment due date. All unpaid amounts shall be subject to a late fee of two percent (2%) per month. If non-payment extends beyond sixty (60) days, the Society shall have the right to suspend Services until payment is received in full (including interest, costs and expenses). It is expressly understood and agreed that the Society is not obligated to incur any cost, expense or fee as a consequence of the failure of the Municipality to timely and fully remit all payment due hereunder; such cost, expenses and/or fees shall be the sole responsibility of the Municipality and included in payment in full.
5. Indemnification: Both parties (the "Indemnifying Party") shall indemnify, defend and hold the other party (the "Indemnified Party"), its subsidiaries, affiliates, divisions, and their respective directors, officers, employees, shareholders, agents, representatives, successors and assigns harmless from and against any and all losses, liabilities, claims, liens, demands, damages, causes of action, fines, penalties, costs and expenses ("Losses") arising from the negligence, gross negligence or willful misconduct of the Indemnifying Party or its subsidiaries, affiliates, divisions, and their respective directors, officers, employees, shareholders, agents, representatives, successors and assigns; provided, however, in no event will the Indemnifying Party be responsible for

any such Losses caused by Indemnified Party or its subsidiaries, affiliates, divisions, and their respective directors, officers, employees, shareholders, agents, representatives, successors and assigns.

6. Independent Contractor: The Society is and shall remain an independent contractor in its relationship with the Municipality. This Agreement shall not render the Society an employee, partner, or joint venturer with the Municipality for any purpose.
7. Entire agreement: This Agreement sets forth the entire agreement and understanding between the parties relating to the subject matter herein and supersedes all prior discussions and all previous agreements.
8. Governing Law; Consent to Personal Jurisdiction: THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF NEW JERSEY WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES. THE PARTIES EXPRESSLY CONSENT TO PERSONAL JURISDICTION, WHICH SHALL BE EXCLUSIVE, IN THE STATE COURTS OF NEW JERSEY IN THE COUNTY WHERE THE MUNICIPALITY IS LOCATED FOR ANY LAWSUIT ARISING OUT OF OR RELATED TO THIS AGREEMENT.
9. Severability: If one or more of the provisions in this Agreement are deemed void by law, then the remaining provisions shall continue in effect.
10. Attorney Fees: In the event that this Agreement becomes subject to litigation between the parties, the parties agree that the prevailing party shall be entitled to an award of attorney's fees, costs and the prevailing statutory interest from the other party.
11. Effective Date: This Agreement shall be effective on the date set forth on page one of this Agreement. The document may be signed in counterparts and a faxed or electronic signature shall be as effective as an original.

AGREED TO:


Borough of Sayreville
Name:
Title: **Victoria Kilpatrick, Mayor**
Date:

Associated Humane Societies
Name:
Title:
Date:

ATTACHMENT A

Animal Control Services Defined:

For purposes of this Agreement, Animal Control Services are defined as: the rescue, recovery and care of injured animals, trapped animals, sick animals, animals whose lives are endangered and animals that present a danger to humans or other animals, including those who have bitten humans or other animals.

Except as otherwise provided herein, the Society shall bear the costs and expenses incurred by the Society in the maintenance of its custodial facilities and vehicles used by the Society's Animal Control Officers.

The Animal Control Services shall be performed by a certified Animal Control Officer employed by the Society. It is expressly understood and agreed that the Animal Control Officer is not a law enforcement officer and shall not put his or her life in peril, and accordingly, in certain situations, local police presence may be requested and required for the Animal Control Officer to respond.

Animal Control Services are subject to the following terms and conditions:

1. The Society shall use reasonable efforts to impound any stray, abandoned or unlicensed dog or cat running at large on property within the Municipality. When such impoundment occurs (and after a seven (7) day hold period), it is expressly understood once the Society accepts any animal and takes it into custody, the animal shall be put up for adoption, if possible, or humanely euthanized at the sole and exclusive discretion of the Society.
2. For any animal impounded as a stray, abandoned or unlicensed dog or cat running at large, upon proof of ownership, any person may redeem his or her animal from the Society upon payment to the Society the sum of \$95, Monday through Friday, 9:00 a.m. until 5:00 p.m. (standard business hours). There shall be a \$125 fee for other times. In addition, the owner shall be responsible for the costs for each day the animal has been impounded as stated below:
 - a. \$4.00 per day under State Law for the first seven (7) days (unless ownership of the animal is established prior to the end of the seven (7) days and said owner does not redeem his animal.) Once the ownership is established and the animal is no longer a stray, regular boarding rates shall prevail and are to be paid to the Society prior to the release of the animal. Regular boarding rates shall be \$12.72 per day. No animal shall be released or redeemed unless and until the owner has provided satisfactory proof of ownership.
3. For any animal impounded or boarded as part of a Court case or upon order or request of Municipality, Health Department or a court directive to impound such

animal, the Municipality shall be charged an additional boarding fee of \$20.00 per day, and payable monthly.. After ninety (90) days, it shall be the responsibility of the Municipality to find alternate kenneling/housing for any such animal. For reasons that include capacity issues and the health of the animal and costs involved, the Society shall not be required to continue to hold animals beyond ninety (90) days. . The Municipality expressly to expressly seek reimbursement of direct and reasonable costs incurred by the Society as part of any judgment. In the absence of such, the cost shall be the responsibility of the owner or, if the owner fails to pay, then of the Municipality.

4. The Society's animal control shall report to the Municipality any owned animal without a current license and/or rabies certificate. The owner shall have seven (7) days to register the animal for a license and if the owner fails the animal control officer shall issue a summons, if the Municipality has supplied the animal control officer with a Summons book.
5. The Society shall, at the request of a municipal resident who is the owner of an unwanted animal, render assistance in delivery of said animal to an appropriate humane shelter, including a shelter maintained by the Society. However, such assistance is not within the scope of Animal Control Services under this Agreement. The owner shall be responsible for payment to the Society of the costs and expenses of such assistance, and should the owner fail to pay, said costs and expenses shall be the responsibility of the Municipality.
6. Community Cat Management: The Society, in accordance with best practices of the National Animal Care and Control Association, recognizes that indiscriminate pick up or admission into the shelter of healthy, free-roaming cats with no signs of ownership, regardless of temperament, for any purpose other than Trap, Neuter, Vaccinate, Return (TNVR) or Shelter Neuter and Return (SNR) programs, fails to serve commonly held goals of community animal management and protection programs and, as such, is a misuse of time, municipal funds, and a violation of the Society's mission. Therefore, it will be avoided. The Society shall not trap or pick up healthy unowned, unsocialized free-roaming cats, known as "community cats." In those cases, the Society shall work with the Municipality's TNVR Program to trap, spay/neuter, vaccinate and release the cat back to the area they were trapped as "Additional Services." Such Additional Services shall incur a charge of \$50.00 per cat. If the Society cannot collect this fee from the TNVR Program, the Municipality shall be responsible for the Additional Services fees. If there is no municipal sanctioned TNVR program, the Society reserves the right to provide proper care and release of the community cat through its own SNR program within the contracted municipality in accordance with public health guidelines and best practices of the National Animal Care and Control Association.
7. As per N.J.S.A. 4:19-32, the Society shall inspect the enclosure and the owner's property of a potentially dangerous dog, at least monthly, to determine continuing compliance with paragraphs (2) and (3) of subsection A of N.J.S.A. 4:19-24.8. The Society shall submit the inspection reports to the Municipality on a monthly basis.

8. The Society shall not provide census or canvassing services for license compliance within the Municipality. Under N.J.A.C. 4:19-15.15, the Municipality must appoint a party or agency to canvas for owned animals.
9. Any stray dog or cat or any other animal taken into custody by the Society and charged with biting a human shall be quarantined for the required quarantine period of ten (10) days. The cost and expense incurred during this period shall be the responsibility of the owner. If no known owner, the costs shall be absorbed by the Society.
10. In case of potential rabies exposure, the cost of transportation of the head of an animal suspected of rabies to the State Department of Health shall be borne by the owner of the animal and, if no owner is known, shall be borne by the Society, under the condition that the animal expired on the premises before the ten (10) day quarantine period referred to above.
11. Removal of an animal, including wildlife, within the living space, inside the walls or ceiling of a home, apartment building or garage is not within the definition of Animal Control Services. The Society shall respond to those calls; however, the owner of the premises shall be charged \$95.00 per hour during regular business hours and \$125.00 per hour after standard business hours. If the owner fails to pay, the municipality shall be responsible for payment. If the animal is physically in the resident's living space and posing an immediate threat to the well-being of the resident, there shall be no charge for the removal of the animal.
12. Dead animals, **excluding deer**, shall be picked up with no extra charge.
13. There shall be no additional charge for trapping or picking up bats or injured wildlife.

Exclusions:

1. Marine mammals shall be specifically excluded from the definition of Animal Control Services under this Agreement.
2. Dead deer shall be **specifically excluded from the definition of Animal Control Services under this Agreement**. The Society shall not be responsible for handling deer carcasses, provided however, that the Society shall retrieve infirm, injured deer and orphaned fawns.
3. The Society shall not trap or rescue Canada Geese, unless same are in need of veterinary care.
4. The Society shall not pick up live rats, mice, moles or voles or any other small rodents.

5. According to the best practices reflected on the NJ Department of Health's website, capture of nuisance wildlife (i.e., healthy appearing raccoons not threatening humans, squirrels in attics, groundhogs burrowing in yards, etc.) is NOT required under statute for municipal animal control to provide, and the Society shall not be required to pick up such animals. In general, wildlife nuisance issues are addressed by the New Jersey Department of Environmental Protection, Division of Fish and Wildlife. ACOs can help educate residents on how to abate common wildlife nuisances and refer residents to pest control services, wildlife rehabilitators and other agencies that can assist residents if ACOs are not authorized by their supervisors to provide these services.
6. Trapped healthy wild animals that do not pose a threat or safety risk to the public may be released at or near the area of capture or if necessary at another appropriate location at the sole discretion of the Society in accordance with standard rules and regulations of the industry.

Emergencies:

Upon a request from the Municipality, the Society shall respond to an animal control emergency as defined herein. Emergency treatment shall be provided to ill or injured animals as required by State law and regulation. The Society reserves the right, at its sole discretion, to determine if the animal requires transportation to an emergency clinic on nights, weekends or holidays when our own veterinarians are not available.

The costs of emergency treatment shall be charged to the animal's owner where the owner is known. If the animal's owner is unknown, or if the owner fails to pay the costs of emergency treatment, said costs shall be paid to the Society by the Municipality.

Response time to an emergency shall be no longer than one (1) hour during normal business hours of operation. All calls to the Society for Animal Control Services after normal business hours, must be received through the Police Department or Health Department of the Municipality. Residents shall not be instructed by the Municipality to contact the Society or Animal Control Officers directly after normal business hours.

NJ Open Public Records Act (OPRA):

The Municipality is encouraged to retain any and all paperwork received from the Society for OPRA fulfillment and compliance. The Society, as a non-profit, private independent contractor is not subject to OPRA (Open Public Records Act). However, if the Society receives an OPRA request, it shall forward it to the appropriate agency of the Municipality within seven (7) business days. The Society shall not be required to and shall not produce records to the Municipality to comply with OPRA requests.

Humane Traps:

Unless humane traps are available for rent from the Municipality, humane traps are available to rent from the Society (depending on the season and availability of traps) with a deposit of \$65.00 and a fee of \$4.28 per day, which shall be deducted from the

deposit. Humane dog traps shall also be available (depending upon the season and availability of traps) with a deposit of \$150.00 and a fee of \$10.70 per day, which shall be deducted from the deposit. The Society reserves the right to establish conditions for humanely setting traps. Once a trap is set, it is the responsibility of the property owner/business/landlord or tenant to monitor the trap and inform the Society

ADDENDUM TO CONTRACT FOR ANIMAL CONTROL/TRAP RENTAL AGREEMENT. PLEASE READ THESE RULES CAREFULLY, FAILING TO ADHERE TO THE RULES STATED HEREIN WILL FORFEIT YOUR PRIVILEGE TO USE OUR TRAPS

1. Traps are to be set as late at night as possible and checked as early in the morning as possible. If by 9:00 a.m., there is nothing in the trap, it must be unset until that night. If something is caught, then you **must** call the Humane Society between 9:00 a.m. and 10 a.m. that morning.
2. **DO NOT TRAP ON WEEKENDS!** There will be no pick-ups on Saturday or Sunday. Therefore, traps must not be set on Friday or Saturday nights.
3. Traps are not to be set on nights with poor weather conditions (rain, snow, extreme cold 40 degrees or heat in excess of 80 degrees). Trapping an animal in extreme conditions may result in cruelty charges and/or fines.
4. The Society must know what you are trying to trap to make sure that you are given the proper trap. Any animal caught in a trap that is native to the area (raccoons, skunks, opossums, etc.) will be released on or near the site where it was trapped. State regulations prohibit the relocation of certain animals.
5. The Society reserves the right to remove the trap at any time, such as an emergency situation, dangerous situation or person or persons not adhering to trap rules.
6. We ask that when you catch something in a trap, you move the trap out of the sun to a well shaded area; the trap should be kept dry and out of the elements. The trap should be covered with a light cloth until the driver arrives to remove the trap. **PROVIDE FOOD AND WATER!**
7. Anyone found to be abusing a trapped animal will be prosecuted to the fullest extent of the law.
8. Remember that an animal in a trap will be frightened, which may make it dangerous. Keep children and pets away from the trap and keep in a quiet place. **FOOD AND WATER MUST BE PROVIDED.**
9. By signing this agreement, you will be responsible for the animal caught in the trap and for the replacement of the trap if it is stolen or broken due to misuse.
10. Our drive will not leave a trap if you are not home to sign this Agreement.
11. If you choose, you may bring a trapped animal to our Animal Care Center between the hours of 9:00 a.m. and 5:00 Monday through Friday.
12. All stray animals caught in a trap will be held for seven (7) days and then become the property of the Humane Society to be humanely euthanized or put up for adoption as the Society sees fit.

ACO SIGNATURE (UPON LEAVING THE TRAP

NAME – PLEASE PRINT

STREET ADDRESS – PLEASE PRINT

ACO SIGNATURE (UPON RETRIEVING TRAP
IN GOOD WORKING CONDITION

CITY/STATE/ZIP – PLEASE PRINT

SIGNATURE