



## Animal Control Services Agreement (without holding for Ocean County Municipalities)

**THIS AGREEMENT** is made this 1 day of January, 2025 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 \_\_\_\_\_, a municipal corporation of the state of New Jersey, having its principal offices at \_\_\_\_\_ (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, intending to implement best practices and procedures of these associations where and when appropriate in the execution of comprehensive community animal services.

**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;

**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 acknowledges and accepts the Society's values, mission and vision to help animals and their people, and that the Society intends to perform the animal control services in furtherance of those values, mission and vision.

**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 1<sup>st</sup> day of January, 2026 and terminate on the 31<sup>st</sup> day of December, 2026 (the “Term”) 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 generally 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: \$ 2,000 Annual (Contract Price).
5. **Payment:** The Municipality shall pay the Contract Price in prorated monthly payments of 1/12th of the Contract Price, 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.
6. **Services beyond the Term:** If that Municipality has the Society perform the Services beyond the Term, without the Parties having entered into a superseding written agreement or having extended the term pursuant to Article 2 herein by written agreement, then this Agreement shall be extended on a month to month basis, for as long as the Society provides such Services, at a New Contract Price that is equal to 1.2 times the original Contract Price set forth in Article 4 herein.
7. **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.
8. **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.
9. **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.
10. **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 FOR ANY LAWSUIT ARISING OUT OF OR RELATED TO THIS AGREEMENT.
11. **Severability:** If one or more of the provisions in this Agreement are deemed void by law, then the remaining provisions shall continue in effect.

12. **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.
13. **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:

\_\_\_\_\_  
Municipality Name:

Name:

Title:

Date:

\_\_\_\_\_  
Associated Humane Societies

Name:

Title:

Date:

## ATTACHMENT A

### **Animal Control Services Defined:**

For purposes of this Agreement, and subject to the provisions below, Animal Control Services are defined as: (a) with regard to a stray, abandoned, or unlicensed dog or cat in the Municipality, to capture and transport such animal to a designated Ocean County Shelter facility; and (b) with regard to (i) a dog that is subject to a municipal bite hold, or (ii) a dog that has bitten that is subject to dangerous dog or potentially dangerous dog filing, a court directive to impound such animal, or an order or request from the Municipality or health department, to transport such animal to a designated Ocean County Shelter facility.

Except as otherwise provided herein, the Society shall bear the costs and expenses incurred by the Society in the maintenance of its vehicles.

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, the Animal Control Officer may request a humane law enforcement officer and/or police officer be present before the Animal Control Officer will respond.

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

For all animals subject to Animal Control Services herein, the Municipality shall: (a) specify to the Society verbally and in writing the type and basis of the request to capture and or transport; and (b) provide to the Society all paperwork required by the Society for such capture or transport.

1. 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.
2. The Society may, 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 if the animal is not transported to a designated Ocean County Animal Shelter. .
3. Free-Roaming Cat Management: The Society, in accordance with best practices of the National Animal Care and Control Association (the "NACCA"), recognizes that the 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, The Society shall not trap or pick up healthy unowned, unsocialized free-roaming cats. The Society reserves the right to provide proper care and release of free-roaming cats through its own sterilization and vaccination program within the contracted municipality in accordance with public health guidelines and best practices of the National Animal Care and Control Association. In situations involving public nuisances or complaints regarding free-roaming cats, prior to impoundment, the Municipality agrees to coordinate with staff from The Society to address and mitigate situations and concerns involving such cats.
4. 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 monthly.
5. 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.

6. If an Animal Control Officer has determined that an animal has bitten a human and needs to be quarantined for ten (10) days due to risk of rabies, the animal shall be quarantined in the home of the owner or at a designated Ocean County Animal Shelter.
7. 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 Municipality, under the condition that the animal expired on the premises before the ten (10) day quarantine period referred to above.
8. 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 that the Society is to provide under this Agreement. The Society may respond to those calls and the calls shall be governed as follows:
  - a. For calls from residents of the Municipality wishing for assistance with wildlife complaints or other wild animal related issues which do not involve sick or injured animals and do not pose any immediate threats to their health and safety, the Society may respond to those calls at its discretion or refer the resident to an alternate agency. Should the Society respond, the owner of the premises shall be charged \$100.00 per hour during regular business hours and \$150.00 per hour after standard business hours for humane removal, exclusion, and abatement services.
  - b. Communication from the Municipality to residents: The Municipality agrees to make an effort to inform residents that they may engage with the Society for assistance from The Society with nuisance wildlife concerns at their own cost.
  - c. Calls originating from officials with The Municipality: For assistance with any wildlife matters requested but not already required by state law within the definition of Animal Services, the Municipality will be assessed the same fee structure as stipulated for residents above. There shall be no additional charge for responding to injured wildlife, and the Municipality agrees to assist the Society in contacting the New Jersey Division of Fish and Wildlife should their assistance be required in certain wildlife situations necessitating their involvement.
9. There shall be no additional charge for trapping or picking up bats or injured wildlife.
10. Farm animals shall be governed by the following terms and conditions:
  - a. The Parties acknowledge and agree that domestic companion animal shelters are, as a general matter, not equipped to handle intake of, or house, farm animals.
  - b. The Society cannot guarantee that it will take in or house a farm animal. However, where it can reasonably make accommodations to do so, it will do its best to take in and/or house a farm animal that has been abandoned or is roaming at large.
  - c. Where a Municipality wants to transport such farm animal to the Society, the Municipality shall: provide advance notice to the Society; provide all information requested by the Society and communicate and coordinate with the Society so that the Society can determine that the Society can accommodate the farm animal, obtain sufficient provisions, and make necessary preparations; and obtain the Society's agreement before doing the transport.
  - d. The Municipality shall pay twenty-five dollars (\$50.00) per day for the costs for boarding each farm animal, plus the cost of veterinary care, which amounts shall be paid monthly to the Society monthly.
  - e. Disposition: The Society shall undertake to ascertain the owner of the farm animal if the identity of the animal is unknown at the time the farm animal is taken in. After forty-eight hours, the Society shall have the authority over disposition of the animal, whether by placing the animal as offered by the New Jersey Department of Agriculture, by transferring the farm animal to a farm sanctuary, or another appropriate placement that the Society deems appropriate.
  - f. The Municipality shall adopt and enforce zoning ordinances to require that owners and landowners keep farm animals from roaming at large.
11. Dead on Arrival carcass removal requests:

A dead on arrival carcass removal request is a request is a request of the Municipality for an AHS animal control officer to respond to remove a dead animal carcass that is at-large and is not road-kill within the boundaries of the Municipality. There shall be no charge for such request related to a companion animal carcass, as best practice is for the animal to be assessed for signs of ownership (i.e.: collar or scanning microchip). For such request related to a non-companion animal, there shall be an additional fee of \$150 per call, and \$50 for each additional carcass, if applicable, that is/are removed during that response.

**Exclusions:**

1. Marine mammals shall be specifically excluded from the definition of Animal Control Services under this Agreement.
2. Removal of roadkill shall be specifically excluded from the definition of Animal Control Services under this Agreement. For avoidance of doubt, removal of roadkill is the responsibility of Municipality or County department of public works, not the responsibility of The Society. Also for avoidance of doubt, while the Society shall not be responsible for removal of deer carcasses or deer road kill, the Society shall retrieve infirm, injured deer or orphaned fawns.
3. The Society shall not trap or rescue Canada Geese, unless same need veterinary care. The Municipality shall not engage in any lethal management practice regarding Canada Geese during the pendency of this Agreement. Should the Municipality have concerns regarding Canada Geese, it agrees to work with the Society to secure non-lethal approaches to managing Canada Geese. Engaging in lethal culling of Canada Geese is a violation of humane management practices and constitutes a breach of this contract.
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 shall handle all Open Public Records Act ("OPRA") requests and shall have the obligation 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 (the Open Public Records Act) and the Society shall not be required to produce documents to the Municipality for any OPRA request. If the Society receives an OPRA request, it shall promptly forward it to the Municipality for the Municipality to handle.

**Humane Traps:**

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 *immediately* when pick up is needed. (SEE TRAP RENTAL AGREEMENT/RULES & REGULATIONS ATTACHED).

----- END OF AGREEMENT -----



## **Animal Control Services Agreement (without holding for Ocean County Municipalities)**

**THIS AGREEMENT** is made this 1 day of January, 2026 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 \_\_\_\_\_, a municipal corporation of the state of New Jersey, having its principal offices at Barnegat Township (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, intending to implement best practices and procedures of these associations where and when appropriate in the execution of comprehensive community animal services.

**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;

**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 acknowledges and accepts the Society's values, mission and vision to help animals and their people, and that the Society intends to perform the animal control services in furtherance of those values, mission and vision.

**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 1<sup>st</sup> day of January, 2026 and terminate on the 31<sup>st</sup> day of December, 2026 (the "Term") 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 generally 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: \$71,000 annual \_\_\_\_\_ (Contract Price).
5. **Payment:** The Municipality shall pay the Contract Price in prorated monthly payments of 1/12th of the Contract Price, 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.
6. **Services beyond the Term:** If that Municipality has the Society perform the Services beyond the Term, without the Parties having entered into a superseding written agreement or having extended the term pursuant to Article 2 herein by written agreement, then this Agreement shall be extended on a month to month basis, for as long as the Society provides such Services, at a New Contract Price that is equal to 1.2 times the original Contract Price set forth in Article 4 herein.
7. **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.
8. **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.
9. **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.
10. **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 FOR ANY LAWSUIT ARISING OUT OF OR RELATED TO THIS AGREEMENT.
11. **Severability:** If one or more of the provisions in this Agreement are deemed void by law, then the remaining provisions shall continue in effect.

12. 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.
13. 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:

\_\_\_\_\_  
Municipality Name: Barnegat Township  
Name: Martin Lisella  
Title: Township Administrator  
Date: January 1, 2026

\_\_\_\_\_  
Associated Humane Societies  
Name:  
Title:  
Date:

## ATTACHMENT A

### **Animal Control Services Defined:**

For purposes of this Agreement, and subject to the provisions below, Animal Control Services are defined as: (a) with regard to a stray, abandoned, or unlicensed dog or cat in the Municipality, to capture and transport such animal to a designated Ocean County Shelter facility; and (b) with regard to (i) a dog that is subject to a municipal bite hold, or (ii) a dog that has bitten that is subject to dangerous dog or potentially dangerous dog filing, a court directive to impound such animal, or an order or request from the Municipality or health department, to transport such animal to a designated Ocean County Shelter facility.

Except as otherwise provided herein, the Society shall bear the costs and expenses incurred by the Society in the maintenance of its vehicles.

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, the Animal Control Officer may request a humane law enforcement officer and/or police officer be present before the Animal Control Officer will respond.

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

For all animals subject to Animal Control Services herein, the Municipality shall: (a) specify to the Society verbally and in writing the type and basis of the request to capture and or transport; and (b) provide to the Society all paperwork required by the Society for such capture or transport.

1. 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.
2. The Society may, 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 if the animal is not transported to a designated Ocean County Animal Shelter. .
3. Free-Roaming Cat Management: The Society, in accordance with best practices of the National Animal Care and Control Association (the "NACCA"), recognizes that the 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, The Society shall not trap or pick up healthy unowned, unsocialized free-roaming cats. The Society reserves the right to provide proper care and release of free-roaming cats through its own sterilization and vaccination program within the contracted municipality in accordance with public health guidelines and best practices of the National Animal Care and Control Association. In situations involving public nuisances or complaints regarding free-roaming cats, prior to impoundment, the Municipality agrees to coordinate with staff from The Society to address and mitigate situations and concerns involving such cats.
4. 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 monthly.
5. 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.

6. If an Animal Control Officer has determined that an animal has bitten a human and needs to be quarantined for ten (10) days due to risk of rabies, the animal shall be quarantined in the home of the owner or at a designated Ocean County Animal Shelter.
7. 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 Municipality, under the condition that the animal expired on the premises before the ten (10) day quarantine period referred to above.
8. 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 that the Society is to provide under this Agreement. The Society may respond to those calls and the calls shall be governed as follows:
  - a. For calls from residents of the Municipality wishing for assistance with wildlife complaints or other wild animal related issues which do not involve sick or injured animals and do not pose any immediate threats to their health and safety, the Society may respond to those calls at its discretion or refer the resident to an alternate agency. Should the Society respond, the owner of the premises shall be charged \$100.00 per hour during regular business hours and \$150.00 per hour after standard business hours for humane removal, exclusion, and abatement services.
  - b. Communication from the Municipality to residents: The Municipality agrees to make an effort to inform residents that they may engage with the Society for assistance from The Society with nuisance wildlife concerns at their own cost.
  - c. Calls originating from officials with The Municipality: For assistance with any wildlife matters requested but not already required by state law within the definition of Animal Services, the Municipality will be assessed the same fee structure as stipulated for residents above. There shall be no additional charge for responding to injured wildlife, and the Municipality agrees to assist the Society in contacting the New Jersey Division of Fish and Wildlife should their assistance be required in certain wildlife situations necessitating their involvement.
9. There shall be no additional charge for trapping or picking up bats or injured wildlife.
10. Farm animals shall be governed by the following terms and conditions:
  - a. The Parties acknowledge and agree that domestic companion animal shelters are, as a general matter, not equipped to handle intake of, or house, farm animals.
  - b. The Society cannot guarantee that it will take in or house a farm animal. However, where it can reasonably make accommodations to do so, it will do its best to take in and/or house a farm animal that has been abandoned or is roaming at large.
  - c. Where a Municipality wants to transport such farm animal to the Society, the Municipality shall: provide advance notice to the Society; provide all information requested by the Society and communicate and coordinate with the Society so that the Society can determine that the Society can accommodate the farm animal, obtain sufficient provisions, and make necessary preparations; and obtain the Society's agreement before doing the transport.
  - d. The Municipality shall pay twenty-five dollars (\$50.00) per day for the costs for boarding each farm animal, plus the cost of veterinary care, which amounts shall be paid monthly to the Society monthly.
  - e. Disposition: The Society shall undertake to ascertain the owner of the farm animal if the identity if the identity is unknown at the time the farm animal is taken in. After forty-eight hours, the Society shall have the authority over disposition of the animal, whether by placing the animal as offered by the New Jersey Department of Agriculture, by transferring the farm animal to a farm sanctuary, or another appropriate placement that the Society deems appropriate.
  - f. The Municipality shall adopt and enforce zoning ordinances to require that owners and landowners keep farm animals from roaming at large.
11. Dead on Arrival carcass removal requests:

A dead on arrival carcass removal request is a request of the Municipality for an AHS animal control officer to respond to remove a dead animal carcass that is at-large and is not road-kill within the boundaries of the Municipality. There shall be no charge for such request related to a companion animal carcass, as best practice is for the animal to be assessed for signs of ownership (i.e.: collar or scanning microchip). For such request related to a non-companion animal, there shall be an additional fee of \$150 per call, and \$50 for each additional carcass, if applicable, that is/are removed during that response.

**Exclusions:**

1. Marine mammals shall be specifically excluded from the definition of Animal Control Services under this Agreement.
2. Removal of roadkill shall be specifically excluded from the definition of Animal Control Services under this Agreement. For avoidance of doubt, removal of roadkill is the responsibility of Municipality or County department of public works, not the responsibility of The Society. Also for avoidance of doubt, while the Society shall not be responsible for removal of deer carcasses or deer road kill, the Society shall retrieve infirm, injured deer or orphaned fawns.
3. The Society shall not trap or rescue Canada Geese, unless same need veterinary care. The Municipality shall not engage in any lethal management practice regarding Canada Geese during the pendency of this Agreement. Should the Municipality have concerns regarding Canada Geese, it agrees to work with the Society to secure non-lethal approaches to managing Canada Geese. Engaging in lethal culling of Canada Geese is a violation of humane management practices and constitutes a breach of this contract.
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 shall handle all Open Public Records Act ("OPRA") requests and shall have the obligation 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 (the Open Public Records Act) and the Society shall not be required to produce documents to the Municipality for any OPRA request. If the Society receives an OPRA request, it shall promptly forward it to the Municipality for the Municipality to handle.

**Humane Traps:**

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 *immediately* when pick up is needed. (SEE TRAP RENTAL AGREEMENT/RULES & REGULATIONS ATTACHED).

----- END OF AGREEMENT -----



## AHS 2026 animal services contract

**From** Brian Hackett <bhackett@ahsppz.org>  
**Date** Fri 12/5/2025 4:26 PM  
**To** Donna Manno <donna@barnegat.net>

 1 attachment (273 KB)  
Ocean County ACO field services 2026 agreement\_FINAL.docx;

**CAUTION: This message originated outside of our organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.**

Good afternoon,

Thank you for your time chatting yesterday about the animal field services (animal control) contract for 2026 coverage for Barnegat Township.

Please see attached for the modified contract for next year, which we propose at \$71,000 annual fee for 24/7 coverage, with Maria's dedicated presence in your town. We apologize for the need for an increase in the fee from last year's fee. Unfortunately, we've faced some significant cost increases for vaccines, veterinary care, insurance costs, and other labor costs, resulting in across the board increases for all of our covered towns throughout the state.

If there are any questions, please do not hesitate to reach out. We look forward to maintaining a strong relationship in Barnegat helping the residents and animals alike.

Best,

*Brian R. Hackett*

Director, Government and Community Relations  
Associated Humane Societies

124 Evergreen Ave. Newark, NJ 07114  
bhackett@ahsppz.org  
Mobile: 732.258.3393  
Website: <https://ahscares.org/>



**RESOLUTION 2026-53**

**RESOLUTION OF THE TOWNSHIP OF BARNEGAT, COUNTY OF OCEAN,  
STATE OF NEW JERSEY, AWARDING A SERVICE CONTRACT FOR  
ANIMAL CONTROL SERVICES FOR 2026**

**BE IT RESOLVED** by the Township Committee of the Township of Barnegat, County of Ocean, State of New Jersey that a contract be renewed for Animal Control Services for the period of January 1, 2026 through December 31, 2026, to Associated Humane Societies, Inc., Popcorn Park Zoo, 124 Evergreen Avenue, Newark, NJ 07114, in the amount of \$5,916.66 per month for the year 2026

**BE IT FURTHER RESOLVED** that the funds, in an amount not to exceed \$71,000.00, are hereby appropriated in the following line item appropriation(s), and is hereby certified by the Certified Municipal Finance Officer as of the adoption of this resolution.

Line Item: \_\_\_\_\_

Line Item: 6-01-27-788-028

  
Thomas Lombarski, CFO

**CERTIFICATION**

I, Donna M. Manno, Municipal Clerk of the Township of Barnegat, County of Ocean, State of New Jersey hereby certify that the foregoing resolution was duly adopted by the Township Committee at their Reorganization meeting held in the Municipal Complex, 900 West Bay Avenue, Barnegat, on the 1<sup>st</sup> day of January 2026

  
Donna M. Manno, RMC  
Municipal Clerk



Associated Humane Societies  
Popcorn Park Animal Refuge  
1 Humane Way, Forked River, NJ  
609-693-1900  
[www.ahscares.org](http://www.ahscares.org)

**Date:** October 3, 2025

**Subject:** Update regarding 2026 animal control and sheltering services

Dear Mr. Lisella,

I hope this message finds you well. I am writing on behalf of the Associated Humane Societies regarding the services we currently provide to you, which include animal control field services and animal sheltering at our Popcorn Park Animal Refuge facility in Lacey Township. This letter is to formally notify Barnegat Township that we will no longer be able to provide full animal services beyond **December 31, 2025**, our current contract term.

As a nonprofit organization, our mission remains rooted in community care and animal welfare. Considering extensive construction and site revisions at our facility, we will be unable to serve as an impound facility. Additionally, we would like to collaborate with the Ocean County Health Department to support its countywide sheltering system and pivot to an opportunity to provide animal control field services for Ocean County municipalities. Such a model can maximize benefits to and from all the stakeholders.

We value the relationship we've built with your town and are pleased to offer an alternative:

### **Proposed Animal Control Field Services – 2026**

Beginning January 1, 2026, Associated Humane Societies can continue to provide your municipality with **comprehensive animal control field services** through a formal service agreement at a proposed per capita rate of \$3.00, *provided that your municipality and enough others in the county agree to participate*. A broad level of participation results in an economy of scale in which the costs to each town are reduced, while the services we are able to provide for that cost are maximized for you and your residents.

This service includes:

- Timely and adequate response to animal-related calls and emergencies
- Safe transportation of stray or injured animals to designated county shelter(s)
- Participation with PD in the investigation of cruelty, bites, and safety incidents
- Community cat programming and humane management/reduction via TNVR
- Monthly service reporting and accountability
- Access to community education and outreach events through AHS

We believe that this model maximizes the already existing Ocean County animal shelter system, while increasing our capabilities to deliver state of the art field services for animals and people in Ocean County. Additionally, with agreements between AHS and individual municipalities or under a shared service arrangement, delivering field services to a large segment of the county at the proposed \$3.00 per capita can shape up to be a tremendous win-win-win for all parties.

If your town is interested in continuing services under this structure, we would be happy to schedule a meeting to review the proposed agreement and tailor the program to your needs, as well as discuss outreach to other towns who may want to participate.

Thank you for your past collaboration and for your ongoing commitment to animal welfare. Please don't hesitate to reach out with any questions or to begin the transition planning process.

Warm regards,

Brian R. Hackett  
Director of Government and Community Relations  
Associated Humane Societies

732-258-3393

[bhackett@ahsppz.org](mailto:bhackett@ahsppz.org)

