

[Second Reprint]

ASSEMBLY, No. 772

STATE OF NEW JERSEY
217th LEGISLATURE

PRE-FILED FOR INTRODUCTION IN THE 2016 SESSION

Sponsored by:

Assemblyman BOB ANDRZEJCZAK
District 1 (Atlantic, Cape May and Cumberland)

Assemblyman PATRICK J. DIEGNAN, JR.
District 18 (Middlesex)

Assemblyman R. BRUCE LAND
District 1 (Atlantic, Cape May and Cumberland)

Assemblyman DANIEL R. BENSON
District 14 (Mercer and Middlesex)

Assemblyman JAMEL C. HOLLEY
District 20 (Union)

Assemblyman RAJ MUKHERJI
District 33 (Hudson)

Co-Sponsored by:

Assemblyman Gusciora and Assemblywoman Mosquera

SYNOPSIS

Establishes process for recovering cost of caring for domestic companion animals involved in animal cruelty violations.

CURRENT VERSION OF TEXT

As amended by the General Assembly on June 8, 2017.



(Sponsorship Updated As Of: 6/9/2017)

1 AN ACT concerning cost of care for ¹domestic companion¹ animals
2 involved in animal cruelty violations, and supplementing Title 4
3 of the Revised Statutes.

4
5 **BE IT ENACTED** by the Senate and General Assembly of the State
6 of New Jersey:

7
8 1. a. Whenever ¹**[an]** domestic companion¹ animal owned by a
9 defendant in any action alleging an animal cruelty violation pursuant
10 to chapter 19 or 22 of Title 4 of the Revised Statutes, Title 2C of the
11 New Jersey Statutes, or any other State animal cruelty law, is
12 impounded as a result of the pending action, the custodial animal care
13 agency shall, no later than seven days after the animal has been
14 impounded, serve a custodial care notice upon the defendant by
15 certified mail, return receipt requested, or personally as permitted by
16 the Rules of the Court of New Jersey. The custodial care notice shall
17 include:

18 (1) the name, business address, and telephone number of the
19 shelter, pound, kennel, or animal care facility where the animal is
20 impounded;

21 (2) a description of the impounded animal, including a
22 veterinarian's assessment of the animal's condition and needs;

23 (3) an itemized accounting of the actual costs of caring for the
24 animal for the first seven days of impoundment;

25 (4) an itemized accounting of the projected reasonable costs of
26 caring for the animal for each 30-day period during which the animal
27 may be impounded thereafter;

28 (5) a statement that the defendant shall, in accordance with the
29 provisions of paragraph (2) of subsection b. of this section, either:

30 (a) pay the amounts set forth in the custodial care notice; or

31 (b) request a hearing in the court with jurisdiction over the
32 disposition of the alleged animal cruelty violation to contest the
33 reasonableness of the amounts set forth in the custodial care notice;

34 (6) a statement that the reasonable estimated veterinary care and
35 related costs such as medicine and vaccinations, and the cost of food,
36 water, and bedding, as set forth in the notice or, if contested, as
37 determined by the court, shall constitute a lien on the animal and that
38 the animal shall not be returned to the defendant until the charges are
39 paid; and

40 (7) a statement that if the defendant fails to pay the reasonable
41 costs, the ownership of the animal shall transfer by operation of law to
42 the custodial care agency on the 16th business day after the
43 defendant's receipt of the custodial care notice.

EXPLANATION – Matter enclosed in bold-faced brackets **[thus]** in the above bill is
not enacted and is intended to be omitted in the law.

Matter underlined thus is new matter.

Matter enclosed in superscript numerals has been adopted as follows:

¹Assembly AAN committee amendments adopted December 12, 2016.

²Assembly floor amendments adopted June 8, 2017.

- 1 b. (1) The custodial animal care agency shall quantify the actual
2 costs of caring for the animal for the first seven days of the
3 impoundment, and the projected reasonable costs of caring for the
4 animal for each 30-day period during which the animal may be
5 impounded thereafter, and shall include these amounts in the custodial
6 care notice. These amounts shall include, but need not be limited to,
7 reasonable and necessary veterinary care and related costs such as
8 medicine and vaccinations, and the cost of food, water, and bedding.
- 9 (2) Within 15 business days after receiving the initial custodial
10 care notice, the defendant shall:
- 11 (a) pay the actual costs resulting from the first seven days of the
12 animal's impoundment, as set forth in the notice; and
- 13 (b) pay the projected reasonable costs associated with the next 30-
14 day period of continued impoundment as set forth in the notice.
- 15 (3) (a) Within 10 business days after receipt of the notice, the
16 defendant may request a hearing in the court with jurisdiction over the
17 disposition of the alleged animal cruelty violation to contest the
18 reasonableness of the amounts set forth in the notice. The defendant
19 shall simultaneously provide written notice to the custodial animal
20 care agency that the defendant has requested a hearing to contest the
21 amounts sent forth in the notice which, upon receipt by the custodial
22 animal care agency, shall stay any further legal action regarding the
23 ownership of the animal as provided in this act.
- 24 (b) At any hearing to contest the charges contained in the custodial
25 care notice, the custodial animal care agency shall establish that the
26 amounts set forth in the notice are correct and reasonable. In
27 determining the reasonableness of these amounts, the court may
28 consider:
- 29 (i) actual and estimated veterinary care and related costs such as
30 medicine and vaccinations;
- 31 (ii) actual and estimated costs of food, water, and bedding;
- 32 (iii) actual and estimated costs charged in comparable cases of
33 animal cruelty;
- 34 (iv) the particular facts and circumstances; and
- 35 (v) the defendant's ability to pay.
- 36 (4) An impounded animal shall be deemed abandoned, and the
37 custodial animal care agency shall assume ownership of the animal by
38 operation of law, if:
- 39 (a) the custodial animal care agency has proof of service showing
40 that the custodial care notice was served on the defendant named
41 therein;
- 42 (b) (i) the defendant named in the custodial care notice has failed
43 to request a hearing to contest the amounts specified in the notice
44 within the time allotted in subparagraph (a) of paragraph (3) of this
45 subsection; or
- 46 (ii) a court has determined that the amounts specified in the notice
47 are reasonable; and

1 (c) the defendant has failed to pay any of the costs specified in the
2 custodial care notice, or that have otherwise been established by the
3 court, within the timeframes allotted for payment thereof.

4 (5) Upon assuming ownership of the animal pursuant to this act,
5 the custodial animal care agency may offer the animal for adoption or
6 take any other action regarding the animal as authorized by section 16
7 of P.L.1941, c.151 (C.4:19-15.16).

8 c. Every 20 days after the defendant's receipt of the initial
9 custodial care notice, or if the costs therein are contested, every 20
10 days after the court has determined the reasonable costs of caring for
11 the animal, the custodial animal care agency shall issue, in the same
12 manner as the initial custodial care notice, a notice of the projected
13 reasonable costs of caring for the animal for the next 30-day period.
14 Within 10 business days after the defendant receives the subsequent
15 notice with the projected reasonable costs for the next 30-day period of
16 continued impoundment, the defendant shall pay the projected
17 reasonable costs as set forth in the notice.

18 d. No animal shall be sold, euthanized, offered for adoption, or
19 otherwise disposed of by the custodial animal care agency pursuant to
20 this act, if the defendant pays the costs specified in the custodial care
21 notice or as determined by the court within the time allotted, or while a
22 court hearing contesting the amounts specified in the custodial care
23 notice is pending, except that no provision of this act shall prohibit the
24 immediate euthanizing of an animal if, in the opinion of a licensed
25 veterinarian, the animal is experiencing severe pain and is beyond any
26 reasonable hope of recovery.

27 e. The defendant shall be liable for any reasonable costs for the
28 care of the animal up to and including the date on which the animal is
29 released to the defendant, otherwise leaves the care of the animal care
30 facility, or is euthanized. If the animal is euthanized, the defendant
31 shall be liable for all reasonable costs of providing care for, and the
32 disposal of, the animal.

33 f. Upon final disposition of the animal cruelty violation, if the
34 defendant takes custody of the animal from the custodial animal care
35 agency, any unexpended amount paid to the custodial animal care
36 agency by the defendant shall be returned to the defendant.

37 g. Upon final disposition of the animal cruelty violation, the
38 defendant shall remain liable for all reasonable costs of care for the
39 animal as set forth in the custodial care notice or, if the reasonableness
40 of those costs was contested, the reasonable costs of care for the
41 animal as determined by the court. Any outstanding charges constitute
42 a lien on the animal, and, notwithstanding a court order authorizing the
43 defendant to resume care and control of the animal, the custodial
44 animal care agency shall not be required to release the animal until
45 such time that the outstanding charges are paid in full. The agency
46 may invoke the procedures in this act to assume ownership of the
47 animal if such charges are not paid within the time allotted.

48 h. For the purposes of this section:

1 “Animal care facility” means a shelter, pound, kennel, an animal
2 rescue organization facility as defined in section 1 of P.L.1941, c.151
3 (C.4:19-15.1), or a humane society or other organization that has
4 temporary custody of the animal.

5 “Custodial animal care agency” means the shelter, pound, kennel,
6 or animal care facility at which an animal is impounded, pending
7 disposition of an alleged animal cruelty violation and ownership of the
8 animal.

9 ¹“Domestic companion animal” means any animal commonly
10 referred to as a pet that was bought, bred, raised or otherwise acquired,
11 in accordance with local ordinances and State and federal law, for the
12 primary purpose of providing companionship to the owner, rather than
13 for business or agricultural purposes.¹ ²“Domestic companion animal”
14 shall not include “domestic livestock” as defined in subsection c. of
15 section 1 of P.L.1995, c.311 (C.4:22-16.1).²

16

17 2. This act shall take effect immediately.