

SHARED SERVICE AGREEMENT

BY AND BETWEEN:

THE TOWNSHIP OF PARSIPPANY - TROY HILLS, a municipal corporation with offices located at 1001 Parsippany Blvd, Parsippany, New Jersey 07054,

AND

THE TOWNSHIP OF HANOVER, a municipal corporation with offices located at 1000 Rte. 10, Hanover, New Jersey and a mailing address of P.O. Box 250, Whippany, NJ 07981-0250.

WITNESSETH:

Whereas, the Township of Parsippany - Troy Hills (hereinafter 'Parsippany') and the Township of Hanover (hereinafter 'Hanover') have agreed that the citizens of their respective communities can be better served, at a reduced expenditure of tax dollars, by arranging for the sharing of certain governmental services as permitted by N.J.S.A. 40A:65-4, et seq.

IT IS THEREFORE AGREED AS FOLLOWS:

I. TERM OF AGREEMENT

This Shared Service Agreement ("Agreement") will be effective for a one year term commencing March 1, 2011 through February 29, 2012. The Agreement will be automatically renewed for a second one year term unless one or both parties terminate the Agreement no later than sixty (60) days prior to the end of the first year of the Agreement.

SCOPE OF SERVICES

Parsippany will provide Animal Control Services to Hanover consistent with N.J.S.A. 26: 3A2-1 et seq. Parsippany will provide licensed and/or certified Animal Control Officers on an on-call basis to respond to all contractual obligations 24 hours a day, 7 days a week. The contract shall cover services performed between the normal working hours of 7:30 a.m. and 7:00 p.m. Weekdays and 8:30 a.m. and 12:30 p.m. Saturdays and Sundays. A fee will be charged to Hanover for each emergency call which requires action outside of normal working hours and on holidays and any required court appearances in the Hanover Municipal Court which occur during off-duty hours of the Animal Control Officer (ACO) A fee will be charged to Hanover for the preparation of specimens. (*See Section VII. Compensation*). Parsippany will provide Hanover with proof of Animal Control Officer (ACO) certification for all personnel. Parsippany will provide a business contact telephone number that will be available for use on a 24 hour basis.

II. DESIGNATION AS GENERAL AGENT

- A. Parsippany is hereby designated as the agent of Hanover to furnish it with Animal Control Services.

- B. Hanover shall designate the ACO of the Township of Parsippany - Troy Hills as the ACO of the Township of Hanover.

III. SERVICES TO BE PERFORMED

The ACO or his/her staff will provide to Hanover, in as responsive a manner as reasonably practicable possible, the following services:

- A. APPREHENSION OF ANIMALS NORMAL WORKING HOURS (7:30 a.m. – 7 p.m. on Weekdays and 8:30 a.m. – 12:30 p.m. on Saturdays and Sundays)
 - 1. The ACO will patrol Hanover for the purpose of picking up and confining dogs running at large as provided by law. The ACO will also respond to calls from the Township of Hanover regarding dogs running at large, as well as stray dogs, which have been confined by police and/or residents.
 - 2. The ACO will pick up confined stray cats, but recommend that cats believed to be strays be given a few days to return to their homes before they are fed or confined and considered to be lost or homeless.
 - 3. The ACO may set humane cage traps for unapproachable cats or dogs on residential property and reserves the right to require a security deposit on traps from the property owner. At the request of the Hanover Board of Health, such trapping may also be undertaken at institutions and commercial properties. If trapping is required to remove large numbers of feral cats at institutions or commercial properties, Parsippany may require such institutions and commercial operations to pay a fee as authorized by Parsippany Township Ordinance.
 - 4. The ACO will initiate and/or assist with the apprehension and/or impoundment of dogs that the ACO or Hanover Officials have reason to believe fit the criteria of Potentially Dangerous or Vicious dogs as defined by New Jersey state law. The ACO and Hanover Officials shall discuss the procedures and final disposition of any such cases on a case-by-case basis, as the individual circumstances may dictate. When the ACO is required to appear in the Hanover Municipal Court during off-duty hours, Hanover will be charged a court appearance fee of \$200.00.
 - 5. The ACO will pick up small injured wildlife immobilized due to injury or illness. This does not include injured skunks or deer since euthanasia must often be performed at the scene and the ACO is not equipped to handle those situations.
 - 6. The ACO will not remove dead wildlife from the road or from public or private property.
 - 7. The ACO will attend a minimum of one (1) Hanover Board of Health meeting per calendar year, as requested by the Board of Health, at no additional charge.

B. EMERGENCY CALL-OUTS (Outside of Normal Hours shown in Section A above and on Holidays)

The ACO will respond to animal control emergencies after normal work hours, seven (7) days per week, twenty-four (24) hours per day including, but not limited to, direct threats to the health and safety of the public by domesticated or wild animals, and/or time-critical welfare issues. An additional fee of \$200.00 will be charged to Hanover for each emergency call-out.

C. EMERGENCY MEDICAL TREATMENT

Parsippany will provide for, and bear the expense of, emergency medical treatment for injured dogs and cats not claimed by their owners.

D. ANIMAL SHELTERING

1. Parsippany will provide shelter for dogs and cats apprehended in Hanover at the Parsippany Animal Shelter and will provide for their care for the period of time provided by law and will dispose of those not claimed by, or released to, their owners in the manner prescribed by law. Owners who claim their dogs or cats at the Parsippany Animal Shelter will be charged a fee based on the number of days the animal was sheltered and as authorized by Parsippany Township ordinance. Cats and dogs will not be released to the owner unless the animal is properly licensed.
2. Following the expiration of the minimum holding period required by law, Parsippany will continue to house and care for those unclaimed animals, which the ACO deems to be suitable pets and will make every attempt to place the animals in responsible homes, at the ACO's discretion. Parsippany will charge an adoption fee as authorized by Parsippany Township ordinance. Parsippany will retain all monies collected for claim and adoption fees.
3. Dogs and cats with no known owners that have been apprehended and identified as having bitten a human being shall be held in quarantine by Parsippany for the period prescribed by law. In cases where the Hanover Health Officer deems it advisable, as a matter of human safety, to euthanize and test an animal, rather than hold it in quarantine, Parsippany will euthanize and transport such animal to the Parsippany Animal Shelter and prepare the specimen for a fee of \$25 per specimen. The Hanover Health Department will be responsible for transporting the specimen for testing.
4. Parsippany will not provide quarantine facilities for owned dogs and cats.

E. SURRENDER OF OWNED DOGS AND CATS

Residents of the Township of Hanover may surrender to the Parsippany Animal Shelter their own dogs or cats, which they are unwilling or unable to continue to keep. Arrangements for surrendering should be made in advance by telephoning the Parsippany

Animal Shelter. Upon surrendering an animal the owner must sign permanent ownership of the animal(s) over to the Parsippany Animal Shelter, which will then be responsible for any and all decisions regarding its final disposition, except when the resident specifically surrenders the animal for euthanizing, in which case, said animal will be euthanized by the ACO.* Residents will be charged a Surrender (Turn-in) Fee as authorized by Parsippany Township Ordinance.

**This service will be provided to the residents of Hanover to the extent that it is provided to the residents of Parsippany.*

F. RECORD KEEPING

1. Parsippany will keep and maintain accurate records of each dog and cat impounded or sheltered by it. Records will show the time, place and circumstances under which each animal came into Parsippany's possession and its final disposition.
2. Parsippany will provide a monthly report of the records relating to Hanover, similar to the reports previously provided by St. Hubert's.
3. Parsippany will submit, to the New Jersey Department of Health, the annual shelter/pound survey of stray animal intake and disposition for all municipalities for which Parsippany provides animal control services.
4. Hanover will continue to keep the necessary records and census of all dogs (and cats, if applicable) within its boundaries, as required by law, and will license all dogs and cats within its boundaries in accordance with the law.

G. ENFORCEMENT

Hanover will be solely responsible for its own enforcement actions. The cost of enforcement activities, including but not limited to, legal actions and collection of any fines and/or penalties assessed as a result of a legal action, will be borne solely by Hanover. If the ACO and/or other Parsippany personnel are required, during off-duty hours, to testify and/or to provide documentation substantiating any investigation undertaken and the results thereof, Hanover will be charged a court appearance fee of \$200.00.

F. SAFETY

1. Parsippany will not be obligated to perform the duties set forth in this agreement if Parsippany determines, in its reasonable discretion, that the performance of said duties presents an unreasonable risk of injury to an employee or another person.
2. Parsippany will provide equipment and vehicles, which are fully compliant with New Jersey State regulations.

IV. PLACE OF OPERATION

The business office for the ACO and staff will be located in and maintained by Parsippany.

V. RESPONSIBILITY

- A. At all times, Parsippany will be responsible for all personnel providing services covered under this Agreement. Authority to regulate the overall departmental performance and the performance of all personnel shall reside with Parsippany.
- B. The Parsippany Police Department will handle any public complaints involving the performance of the Animal Control Officer ('ACO') and staff. If Hanover is dissatisfied with the performance of the department, mutual agreement as to appropriate "action" will be determined.
- C. All citizen inquiries and complaint resolutions will be handled through Parsippany unless same are beyond the scope of the services provided herein by Parsippany. In such event, the citizen inquiries and complaints will be referred to the appropriate Hanover municipal official.

VI. COMPENSATION

- A. Hanover will pay Parsippany the annual sum of \$30,000, payable in four (4) quarterly payments, which will serve as full compensation for all the enumerated services provided during normal working hours as noted in Section IV.A.
- B. An emergency call-out fee of \$200.00 will be charged to Hanover for each emergency call which requires action outside of normal working hours and on holidays.
- C. A court appearance fee of \$200.00 will be charged to Hanover for each court appearance by the ACO that occurs during off-duty hours.
- D. A specimen preparation fee of \$25 will be charged for each specimen prepared for Hanover.
- E. State or Federal grants received by Parsippany in connection with services rendered pursuant to this Shared Services Agreement will be shared pro rata to the population of Hanover and Parsippany and any other recipients of Parsippany's services to be provided with respect to categorical aid.

VII. GENERAL COOPERATION AND INTENT

It is the intention of both parties that the Animal Control activities within, and on behalf of, the Township of Hanover will be performed by the ACO staff of Parsippany according to the same general standards of performance, procedure and recordkeeping as said office presently furnishes for matters within the Township of Parsippany - Troy Hills. Parsippany agrees that its employees and contractors will cooperate with the duly authorized representative of Hanover to facilitate the performance of the services listed in Section II above.

VIII. INSURANCE

Parsippany will maintain comprehensive general liability and automobile insurance in minimum amounts of \$1 million for bodily injury and property damage per each occurrence and in aggregate. Parsippany will also carry a minimum of \$1 million in excess liability coverage. In addition, the standard worker's compensation insurance coverage will be maintained.

IX. ADMINISTRATIVE AND LEGAL SUPERVISION

To the extent that is appropriate to matters pertaining to Hanover, Parsippany personnel will receive subject matter and specific information from Hanover. In addition, the Municipal Attorney of Hanover will provide legal advice, guidance and representation to Parsippany personnel on specific matters pertaining to Hanover. It is expressly understood, however, that matters of discipline, compensation, attendance and related items remain under the sole control of Parsippany in regard to all persons serving under this Agreement who shall remain as employees of Parsippany.

X. CONFORMITY OF LOCAL ORDINANCES WITH THIS AGREEMENT

In cases where the terms and conditions of this Agreement are in conflict with the local ordinances of Hanover, Hanover will amend its ordinances to eliminate any such inconsistency.

XI. OTHER CONTRACTS

Parsippany reserves the right to enter into an agreement similar to this with any other municipalities in the State of New Jersey.

XV. INDEMNIFICATION

A. The Township of Hanover agrees to indemnify and save harmless the Township of Parsippany - Troy Hills, its officers, employees, agents and each and every one of them against and from all claims, suits, costs, expenses, fees, (including legal fees) and from all damages of every kind and description by reason of the injury or death of any person

or persons or by reason of property damage to any property which arises from or in any manner grows out of the sole negligent acts, errors or omissions of the Township of Hanover or its subcontractors or the offices, agents or employees of either.

- B. The Township of Parsippany - Troy Hills agrees to indemnify and save harmless the Township of Hanover, its officers, employees, agents and each and every one of them against and from all claims, suits, costs, expenses, fees, (including legal fees) and from all damages of every kind and description by reason of the injury or death of any person or persons or by reason of property damage to any property which arises from or in any manner grows out of the sole negligent acts, errors or omissions of the Township of Parsippany - Troy Hills or its subcontractors or the offices, agents or employees of either.

XII. TERMINATION

Either party may terminate this contract, with or without cause, with ninety (90) days written notice to the other party.

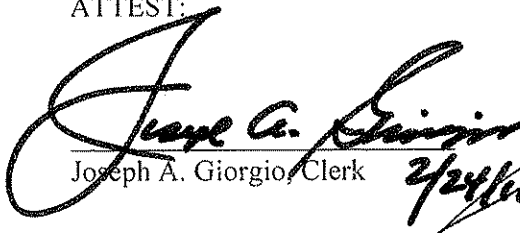
XIII. AMENDMENT

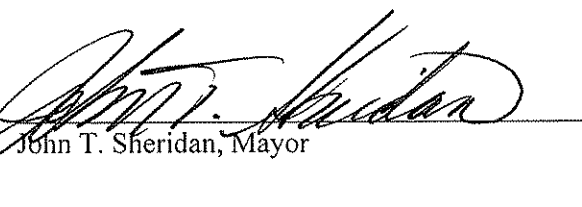
This agreement may be amended or extended at any time by mutual agreement of the parties provided that such amendment is reduced to writing, executed by the chief administrative official of each party or his/her designated representative, and specifies the date the provisions of such amendment shall be effective.

IN WITNESS THEREOF, this instrument is signed by the duly authorized officers of the parties and their respective corporate seals are affixed. A copy of the agreement will be filed, for informational purposes, with the Division of Local Government Services in the Department of Community Affairs, pursuant to the rules and regulations promulgated by the director.

ATTEST:

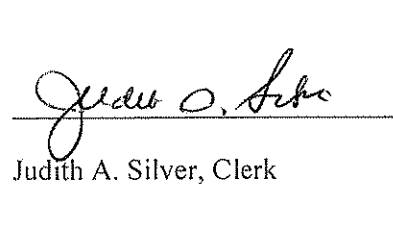
THE TOWNSHIP OF HANOVER

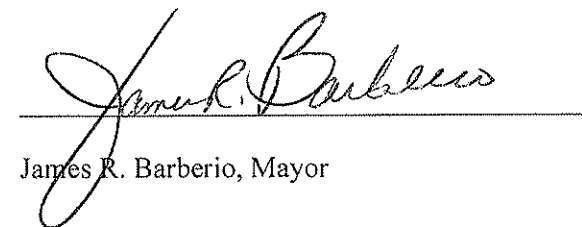

Joseph A. Giorgio, Clerk


John T. Sheridan, Mayor

ATTEST:

THE TOWNSHIP OF PARSIPPANY - TROY HILLS


Judith A. Silver, Clerk


James R. Barberio, Mayor



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CHAPTER 91. ANIMALS

[HISTORY: Adopted by the Township Council of the Township of Parsippany-Troy Hills as indicated in article histories. Amendments noted where applicable.]

ARTICLE I. Animal Control; Licensing of Dogs

[Adopted 6-17-2003 by Ord. No. 2003:24 Editor's Note: This ordinance repealed former Art. I, Animal Control; Licensing of Dogs, adopted 10-28-1986 by Ord. No. 86:72 as Ch. V of the 1986 Code, as amended.]

§ 91-1. Definitions.

As used in this article, the following terms shall have the meanings indicated:

ANIMAL

Any dog, cat, reptile or other exotic pet, or livestock other than poultry.

ANIMAL CONTROL OFFICER (ACO)

A certified municipal animal control officer. This includes all Assistant Animal Control Officers who are certified as municipal animal control officers.

CAT

Any member of the feline species, male, female or neutered.

DOG

Any dog, male, female, or neutered, or any dog hybrid.

DOG OF LICENSING AGE

Any dog which has attained the age of seven months or which possesses a set of permanent teeth.

DOMESTIC ANIMAL

Any dog or cat.

IMPOUNDED ANIMAL

Any animal taken into custody or seized by legal capture and occupying quarters at the shelter.

KENNEL

Any establishment wherein or whereon more than five dogs are kept or boarded or any establishment wherein or whereon the keeping or breeding dogs for sale is carried on except as a pet shop. Owners of five dogs or less, whose female dog has puppies, shall be exempt from the above, provided the puppies are kept no longer than seven months.

OWNER

Shall include, when applied to the proprietorship of an animal, every person having a right of property in the animal and every person who has an animal in his keeping or is otherwise exercising control over an animal or permitting an animal to remain on premises under his control. In the event such person is an unemancipated minor, such person's parent or guardian shall be deemed to be the owner.

PET

A domesticated animal (other than a disability assistance animal) kept for amusement or companionship.

[Added 12-20-2005 by Ord. No. 2005:32]

PET SHOP

Any place of business which is not part of a kennel, wherein animals, including but not limited to dogs, cats, birds, fish, reptiles, rabbits, hamsters or gerbils, are kept or displayed chiefly for the purpose of sale to individuals for personal appreciation and companionship rather than for business or research purposes.

PET SOLID WASTE

Waste matter expelled from the bowels of the pet; excrement.

[Added 12-20-2005 by Ord. No. 2005:32]

POTENTIALLY DANGEROUS DOG

A dog declared potentially dangerous by the Municipal Court pursuant to N.J.S.A. 4:19-22, as amended.

POUND

An establishment for the confinement of dogs or other animals seized under the provisions of this article or otherwise.

RUNNING AT LARGE

The running or standing of any dog, on any street or other public or private place, except on the property of the owner or the custodian of the dog, unattended and not under the immediate control of some responsible person able to control such dog.

SHELTER

Any establishment maintained and operated for the confinement and distribution of animals impounded or taken into protective custody, pursuant to this article.

§ 91-2. Licensing of dogs.

A. License, when required. Licenses shall be required for the following dogs of licensing age:

- (1) Any dog owned or kept within the Township by a resident of the Township on January 1 of any calendar year.

(2) Any dog, not licensed by a municipality in the State of New Jersey, acquired or brought into the Township by any person during the course of any calendar year and kept within the Township for more than 10 days.

(3) Any dog attaining licensing age during the course of the calendar year.

(4) Any dog licensed by another state brought into the Township by any person and kept within the Township for more than 90 days.

(5) Potentially dangerous dogs shall require an additional potentially dangerous dog license.

B. Application for license.

(1) Each application for a license under this article shall give the following information:

(a) A general description of the dog sought to be licensed, including breed, sex, whether the dog has been altered, age, color and markings, and whether the dog is of a long- or short-haired variety.

(b) Name, street and post office address of the owner of, and of the person who shall keep or harbor the dog.

(c) Whether the dog sought to be licensed has been found to be potentially dangerous pursuant to N.J.S.A. 4:19-23, as amended.

(d) Whether the dog has been surgically debarked or silenced.

(2) Registration numbers, including those for dogs found to be potentially dangerous dogs, shall be issued in the order in which applications are received.

C. Application for license, when made. Applications for licenses for dogs which are required to be licensed by the provisions of § 91-2A(1) shall be made before the first day of February of each calendar year. In all other cases, the application for a license shall be made at the time the dog in question first becomes subject to the provisions of this section.

D. Fees.

(1) The person applying for a license and registration tag or for renewal of such license and registration tag shall pay to the Township a fee of \$15 for a spayed or neutered dog and a fee of \$18 for a nonspayed or nonneutered dog (which amounts include fees required by the New Jersey Department of Health and Senior Services). An additional late fee of \$5 shall be charged for a renewal license obtained on or after the first day of February. The fee for a transfer registration tag (optional) for a dog with a current license registration tag from another municipality within the State of New Jersey shall be \$2. The fee for a replacement registration tag shall be \$2.

[Amended 9-18-2007 by Ord. No. 2007:22; 5-18-2010 by Ord. No. 2010:09; 7-20-2010 by Ord. No. 2010:17]

(2) The additional fee for a potentially dangerous dog license shall be \$150.

E. Expiration date. Each dog license and registration tag shall expire on December 31 of the calendar year in which it was issued.

F. Exceptions. The provisions of this section shall not apply to any dog licensed under § 91-3 of this article. Dogs used as guides for blind persons and commonly known as "Seeing Eye" dogs, dogs used to assist handicapped persons and commonly known as "service dogs," or dogs used to assist deaf persons and commonly known as "hearing ear" dogs shall be licensed in the same manner as other dogs, except that the owner or keeper shall not be required to pay any fee.

§ 91-3. Pet shops, kennels, shelters, pounds.

A. License required. Any person who keeps or operates or proposes to establish a kennel, pet shop, shelter or pound shall apply to the Township Clerk for a license entitling him to keep or operate the establishment. The

Township Clerk shall not issue a kennel license for any kennel, as defined in this article, which is located in any area zoned for residential use pursuant to Chapter 430, Zoning, of the Code of the Township of Parsippany-Troy Hills. Any person holding a license for a kennel shall be required to secure individual licenses for dogs owned by the licensee and kept at the establishment. Any person holding a pet shop license shall not be required to secure individual licenses for dogs owned by the licensee and kept at the establishment. Licenses shall not be transferable to another owner or different premises.

B. Approval of Health Officer. No license shall be issued until the proposed licensee submits a written statement from the Health Officer of the Office of Health that the establishment or proposed establishment complies with local and state rules governing the location of and sanitation at the establishment.

[Amended 12-20-2005 by Ord. No. 2005:31]

C. License term. All licenses issued for a kennel, pet shop, shelter or pound shall state the purpose for which the establishment is maintained, and all licenses shall expire on June 30 of each year.

D. License fees. The annual license fees for kennel and pet shop licenses shall be as follows:

- (1) Kennel accommodating 10 or less dogs: \$10.
- (2) Kennel accommodating more than 10 dogs: \$25.
- (3) Pet shop: \$10.
- (4) Shelter or pound: no fee.

E. Compliance with state regulations.

(1) All licenses issued for a kennel, pet shop, shelter or pound shall be subject to revocation by the Council on recommendation of the State Department of Health and Senior Services or the Office of Health for failure to comply with the rules and regulations of the State Department of Health and Senior Services or the Office of Health, after the owner has been afforded a hearing by either the State Department of Health and Senior Services or the Office of Health as set forth in N.J.S.A. 4:14-15.8, as amended.

[Amended 12-20-2005 by Ord. No. 2005:31]

(2) Any person holding a license to establish, keep or operate a kennel, pet shop, shelter or pound shall comply with all Township ordinances and the rules and regulations promulgated by the State Department of Health and Senior Services governing the sanitary conduct and operation of kennels, pet shops, shelters and pounds, the preservation of sanitation and the prevention of the spread of rabies and other diseases of dogs within and from these establishments.

F. Control of dogs off premises. No dog kept in a kennel, pet shop, shelter or pound shall be permitted off the premises, except on a leash, in a crate or under other safe control.

§ 91-4. Dog canvass.

[Amended 12-20-2005 by Ord. No. 2005:31]

Pursuant to N.J.S.A. 4:19-15.15, as amended, the ACO of the Township shall annually cause a canvass to be made of all dogs owned, kept or harbored within the limits of the Township and shall report to the Clerk, the Office of Health and the State Department of Health and Senior Services the results thereof in compliance with state statutes.

§ 91-5. Impounding and destruction of certain animals.

A. Causes for impounding. The ACO shall impound, or cause to be impounded, any of the following:

- (1) Any unlicensed dog running at large in violation of the provisions of this article.
- (2) Any dog off the premises of its owner or of the person keeping or harboring the dog, which the ACO or his agent has reason to believe is a stray dog.

(3) Any animal found to be in violation of N.J.S.A. 4:19-15.16, as amended, and the provisions of this article.

B. Access to premises. Any officer or agent authorized or empowered to perform any duty under this article is hereby authorized to go on any premises to seize for impounding any dog which he may lawfully seize and impound when the officer is in immediate pursuit of the dog, except on the premises of the owner of the dog if the owner is present and forbids it.

C. Notice of seizure.

(1) If any dog so impounded or seized wears a registration tag, collar or harness showing the name and address of any person, or if the owner of or the person keeping or harboring the dog is known, the ACO shall immediately serve on the person whose address is given on the collar, or on the person owning, keeping or harboring the dog, a written notice stating that the dog has been seized and will be liable to be disposed of or destroyed if not claimed within seven days after service of the notice.

(2) A notice under this subsection may be served either by delivering it to the person on whom it is to be served, or by leaving it at the person's usual or last-known place of abode or at the address given on the collar, or by forwarding it by mail in a prepaid letter addressed to that person at his/her usual or last-known place of abode or to the address given on the collar.

D. Disposition of unclaimed animals. Pursuant to N.J.S.A. 4:19-15.16, as amended, the ACO is authorized and empowered to cause the destruction of any unclaimed animal by injection seven days after seizure, provided that:

(1) Notice is given as set forth in the previous subsection and the animal remains unclaimed; or

(2) The person owning, keeping or harboring any animal so impounded has not claimed the animal and has not paid expenses incurred by reason of its detention, including veterinarian bills, legal fees, impound fees of \$35 for the first day and \$15 per day maintenance for each additional day; or

[Amended 5-18-2010 by Ord. No. 2010:09]

(3) The person owning, keeping or harboring a dog that was unlicensed at the time of its seizure does not produce a license and registration tag for the dog.

E. Turn-in fee.

(1) Any resident of the Township of Parsippany-Troy Hills having a sick or unwanted domestic animal may turn in the animal for destruction or adoption for a fee.

(2) The charges specified herein shall be paid to the Township of Parsippany-Troy Hills, and a receipt shall be delivered to the person paying such fees, which will give the ACO the authority to dispose of the animal or place it for adoption.

(a) Up to 20 pounds: \$25.

(b) Twenty-one pounds to 50 pounds: \$45.

(c) Over 50 pounds: \$65.

§ 91-6. Protective custody.

The ACO shall take into custody any animal that is temporarily abandoned due to car accidents, emergency hospitalizations, or other unexpected situations as so directed by the chief law enforcement officer.

§ 91-7. Animal adoption.

A. Any person or person wishing to adopt an animal from the shelter may do so for a fee of \$35 for cats and \$60 for dogs, to help defray the cost of health care and maintenance for said animals. A low-cost spay/neuter certificate will be issued, if needed.

[Amended 5-18-2010 by Ord. No. 2010:09]

B. Any adopter who returns an animal with written proof from a licensed veterinarian that the animal is medically unsuitable for adoption will receive a refund of the adoption fee if returned within 14 days of the date of adoption. If the animal is returned within 14 days of the date of adoption for any other reason and the adopter makes a written request for a refund of the adoption fee explaining the reason for returning the animal, the Township Council may, in its discretion, authorize refund of the fee by resolution.

[Amended 3-22-2005 by Ord. No. 2005:03]

C. If for any reason, the adoption does not work out, and the adopter would like to return the animal to the Parsippany Animal Shelter, he may do so within 45 days. The adoption fee will not be refunded but the turn-in fee will not be charged.

§ 91-8. Regulations.

No person shall own, keep or harbor a dog in the Township except in compliance with the provisions of this article and the following regulations.

A. Wearing of registration. All dogs, which are required by the provisions of this article to be licensed, shall wear a collar or harness with the registration tag for the dog securely fastened thereto.

B. Use of registration tags. No person, except an officer in the performance of his duties, shall remove a registration tag from the collar of any dog without the consent of the owner, nor shall any person attach a registration tag to a dog for which it was not issued.

C. Interference with official duties. No person shall hinder, molest or interfere with anyone authorized or empowered to perform any duty under this article.

D. Disturbing the peace. No person shall own, keep, harbor or maintain any dog which habitually barks or cries continually for 10 minutes or intermittently for 30 minutes unless provoked.

E. Running at large. No person owning, keeping or harboring any dog shall permit or allow the dog to run at large within the limits of the Township, except that this provision shall not apply to private property where the owner thereof has consented to the dog running at large or to hunting dogs during hunting season, or while they are being trained, provided at all times such dogs are under the control of the owner and trainer.

F. Leashing of dogs. No person owning, keeping or harboring any dog shall permit or allow the dog to be off the premises of such owner or person so harboring the dog, or be upon the public streets or in any public places of the Township, unless such dog is accompanied by a person over the age of 12 years and is securely confined and controlled by an adequate leash, not more than eight feet long.

G. Pet solid waste disposal.

[Amended 12-20-2005 by Ord. No. 2005:32]

(1) No person owning or in charge of any animal shall cause or allow such animal to soil, defile, defecate on, or commit any nuisance on any common thoroughfare, sidewalk, passageway, bypath, play area, park, or any place where people congregate or walk, or upon any property, public or private, not owned or possessed by that person.

(2) All pet owners and keepers of any animal which soils, defiles, defecates on, or commits any nuisance on any common thoroughfare, sidewalk, passageway, bypath, play area, park, or any place where people congregate or walk, or upon any public property whatsoever, or upon any private property without permission of the owner of the property, shall immediately (at once, without delay) and properly dispose of their pet's solid waste.

(3) The feces removed from the aforementioned designated areas shall be placed in a designated waste receptacle, or other suitable leakproof container, and discarded in a refuse container which is regularly emptied by the municipality or some other refuse collector; or disposed of into a system designed to convey domestic sewage for proper treatment and disposal.

(4) Any owner or keeper who requires the use of a disability assistance animal shall be exempt from the provisions of this section while such animal is being used for that purpose.

(5) The provisions of this section shall be enforced by the ACO, the Assistant ACO, police officers of the Township, the Township Health Officer, and such other personnel of the Division of Health as are directed to enforce this section by the Health Officer.

§ 91-9. Bite by domestic animals.

Where it has been determined by a physician that a person has been bitten by a domestic animal, the individual, or his parent or guardian if he is a minor, shall immediately notify the police. When the owner or keeper of any such animal is notified by the police that the animal has bitten any individual, the owner or keeper of the animal shall comply with the following procedures to determine if the animal has rabies:

A. Have the animal examined by a licensed veterinarian within 12 hours and daily thereafter, if necessary.

B. Have the animal kept in confinement in the owner's home, at a kennel, a shelter or under the care of a veterinarian for a period of 10 days.

C. At the end of the 10 days have the animal reexamined by a veterinarian and a written report of the animal's state of health sent to the Health Department.

§ 91-10. Quarantine.

Upon recommendation of the Health Officer or the Township Veterinarian, the Council may, by proclamation, require all dogs and cats to be quarantined during any period in each year which may seem advisable to the Council.

§ 91-11. Trapping.

The Township offers trapping as a service to its residents. A refundable deposit of \$75 is required for any trap placed on residential property. Upon completion of trapping, and provided that the trap is returned in workable condition, the Township shall return the deposit to the resident in conjunction with Township guidelines. For any lost, stolen or damaged trap (not due to excessive wear) the deposit shall be forfeited by the resident, and kept by the Township for repair or replacement of the trap.

§ 91-12. Enforcement.

The Mayor shall have the power to appoint an ACO and Assistant ACO's, whose duty it shall be to enforce the provisions of this article.

§ 91-13. Violations and penalties.

Any person or persons violating any of the provisions of this article shall, upon conviction thereof, be subject to a fine not exceeding \$1,000, or imprisonment for a period not exceeding 90 days, or both, or to a period of community service not exceeding 90 days at the discretion of the Municipal Court Judge.

§ 91-14. Limited nonapplicability to dogs used in law enforcement.

The provisions of this Code article relevant to potentially dangerous dogs shall not apply to dogs used for law enforcement activities.

§ 91-15. Animal population control program.

The Township Health Officer and his authorized agents are authorized to take all steps necessary to execute the goals and procedures outlined in N.J.S.A. 4:19A-1 et seq., as amended.

ARTICLE II. (Reserved)

Editor's Note: Former Art. II, Protection of Police Dogs, adopted 10-28-1986 by Ord. No. 86:72 (§ 3-14 of the 1986 Code), was repealed 12-20-2005 by Ord. No. 2005:31.

§ 91-16. (Reserved)

ARTICLE III. Feeding of Wild Waterfowl and Wild Animals

[Adopted 12-20-2005 by Ord. No. 2005:32 Editor's Note: This ordinance also repealed former Art. III, Feeding of Waterfowl, adopted 10-12-2004 by Ord. No. 2004:31.]

§ 91-17. Purpose.

It has been determined that the presence of large numbers of wild waterfowl as well as large numbers of deer and the occasional presence of bears, coyotes and other wild animals causes a public health nuisance which is inimical to the health and general welfare of the public.

§ 91-18. Definitions.

As used in this article, the following terms shall have the meanings indicated:

FEED

To give, place, expose, deposit, distribute or scatter any edible material with the intention of feeding, attracting or enticing wildlife. Feeding does not include baiting in the legal taking of fish and/or game.

WILDLIFE

All animals that are neither human nor domesticated.

§ 91-19. Feeding of wild waterfowl and animals prohibited.

No person shall feed, cause to be fed or provide food for wild waterfowl, deer, bears, coyotes and other wildlife anywhere in the Township, either on public or private property.

§ 91-20. Exception.

This article shall not be construed to prohibit the feeding of birds with traditional bird feeders, providing the bird feeders are at least five feet above the ground.

§ 91-20.1. Enforcement.

This article may be enforced by the Animal Control Officer, Health Officer or the Police Department.

ARTICLE IV. Cameron Dog Park

[Adopted 8-16-2005 by Ord. No. 2005:17]

§ 91-21. Establishment of the Dog Park.

The Cameron Dog Park ("Dog Park") governed by this article shall consist of a fence enclosed area located on South Beverwyck Road.

§ 91-22. Definitions.

As used in this article, the following terms shall have the meanings indicated:

DOG LICENSE

A current license issued by a governmental authority which represents that a dog has a valid, unexpired rabies inoculation.

HANDLER

An individual at least 18 years of age wearing a valid Dog Park pass responsible for dog(s) while at the Dog Park.

§ 91-23. Regulations.

- A. The Dog Park will be open from 1/2 hour after sunup until 1/2 hour before sundown.
- B. Dogs are the only animals that handlers may bring to the park.
- C. Dogs must wear collars with valid dog licenses. No choke collars or prong collars are permitted.
- D. Dogs must be leashed at all times except when within the fenced-in free run areas.
- E. Dogs that become aggressive or uncontrollable must be immediately leashed and taken from the park.
- F. Female dogs in heat and dogs under four months of age are prohibited.
- G. Handlers must wear a valid Parsippany Dog Park pass, visible at all times, and may bring only two dogs at a time to the Dog Park.
- H. Handlers must remain with their dogs at all times, either inside or outside the free run areas.
- I. Handlers must always clean up after their dogs.
- J. Handlers must immediately report all dog bites to the Parsippany Police Department.
- K. Children under the age of 10 are not allowed in the fenced-in free run areas.
- L. Food of any kind is prohibited.
- M. Handlers are strictly liable for any incidents that occur at the park.

§ 91-24. Additional regulations.

The Superintendent of the Division of Parks and Forestry shall promulgate additional regulations as are necessary to address health and safety concerns. A copy of such regulations promulgated by the Superintendent of the Division of Parks and Forestry, as modified or amended, shall be available for public inspection at the Division of Parks and Forestry and at the office of the Township Clerk during regular office hours.

§ 91-25. Dog Park pass fee.

The annual fee for a Dog Park pass shall be as follows:

- A. Township resident: \$10.
- B. New Jersey resident: \$20.
- C. Out-of-state resident: \$30.

§ 91-26. Renewals and refunds of Dog Park passes.

- A. Dog Park passes expire December 31 of each year and must be renewed annually.
- B. Fees paid for Dog Park passes are not refundable.

§ 91-27. Enforcement.

The provisions of this article shall be enforced by the Parsippany Police and Animal Control Officers. Failure to comply with the regulations established for the use of the Dog Park may result in the issuance of a summons.

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