

O2020-3

**ORDINANCE OF THE BOROUGH OF BEACHWOOD, COUNTY OF OCEAN, STATE OF NEW JERSEY  
ESTABLISHING A CANINE DIVISION FOR THE BOROUGH AND ESTABLISHING DUTIES,  
RESPONSIBILITIES AND PAYMENT FOR VARIOUS SERVICES**

**BE IT ORDAINED** by the Borough Council of the Borough of Beachwood,

County of Ocean and State of New Jersey, as follows:

**SECTION 1.** Section 2 of the Code of the Borough of Beachwood entitled, "Police Department" is hereby supplemented by the inclusion of the following:

"Section 2-13 Establishment of K-9 Division. There is hereby established a K-9 Division within the Beachwood as follows:

- a. K-9 Officer shall be solely and fully responsible for all costs associated with the feeding, care, and/or maintenance of the canine.
- b. K-9 Officer shall be solely and fully responsible for the payment of any medical or veterinarian services, including medications, associated with the canine.
- c. Unless K-9 Officer pays the invoice/bill directly with the service provider or supplier, K-9 Officer shall provide the Borough with the necessary funds needed to pay for any bills, invoices, or expenses resulting from the canine for which the Borough has been served an invoice/bill.
- d. Should the Borough receive any grant for its canine program, the Borough shall use any such money received from the grant towards the care, maintenance, equipment, training, and/or feeding of the canine within the canine program.
- e. However, the receipt of any such grant or use of any grant money by the Borough toward the care, maintenance, and/or feeding of the canine within the canine program shall not be deemed a waiver of, or eliminate K-9 Officer's obligation to provide the necessary funds for the canine's care, maintenance, equipment and/or feeding of the canine within the canine program.

**SECTION 2-13.1. TRAINING AND OVERTIME COMPENSATION**

- a. In compliance with Fair Labor Standards Act regulations, all parties agree the daily amount of time necessary for the care, feeding, and maintenance of the canine while said K-9 Officer is at home shall be equal to thirty (30) minutes per day, or 3.5 hours per week. Unless otherwise agreed upon between the Borough and PBA, travel to and from any facility for medical or veterinarian care/services shall be considered a part of the care provided during the thirty-minute period.
- b. K-9 Officer acknowledges there will be no additional compensation or stipend for the care, maintenance and feeding of the dog above the 30 minutes per day outlined in the agreement. K-9 Officer specifically waives any claim for additional compensation for the care, maintenance and/or feeding of the canine, as he specifically and expressly acknowledges the Borough is providing said Officer thirty (30) minutes per day to care, maintain and/or feed the canine.

**SECTION 2-13.2. AUTHORITY**

- a. The schedule of K-9 Officer shall be under the direct control of the Chief of Police or designee appointed by the Chief of Police, or his designee.

**SECTION 2-13.3. LIABILITY COVERAGE**

- a. So long as the K-9 program is continued by the Borough, the Borough will provide liability coverage for K-9 Officer in accordance with State Statutes.

**SECTION 2-13.4. TERMINATION OF K-9 UNIT.**

- a. The Borough shall have the unilateral right to terminate the K-9 program within the Borough for any reason, including but not limited to the Borough incurring any expense(s). However, a failure on the part of the Borough to immediately terminate the K-9 program upon any expenses being incurred by it does not represent an abandonment of the Borough's unilateral right.

**SECTION 2-13.5.** If any section, subsection, sentence, clause, phrase or portion of this ordinance is for any reason declared invalid or unconstitutional by any court or federal or State agency of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions hereof.

**SECTION 2-13.6.** All ordinances or resolutions or parts of ordinances or resolutions inconsistent herewith are hereby repealed to the extent of such inconsistency.

**SECTION 2-13.7.** This ordinance shall become effective upon publication as required by law.

NOTICE

**NOTICE IS HEREBY GIVEN** that the foregoing Ordinance was introduced by the Borough Council of the Borough of Beachwood at a meeting held on **March 18, 2020**. Notice is hereby given that the Ordinance will be considered for final adoption and passage at a meeting to be held by the Mayor and Council on **April 1, 2020 at 7:00 p.m.**, at the Borough Hall, located at 1600 Pinewald Road, Beachwood, NJ 08722. At that time any interested person may come forward and be heard regarding the proposed adoption of this Ordinance.

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**Kathryn Hutchinson, RMC, CMC**  
**Municipal Clerk - Borough of Beachwood**

**VOTE ON INTRODUCTION March 18, 2020**

COUNCIL PERSON	MOTION	SECOND	AYE	NAY	ABSENT
Cairns			X		
Clayton					X
Feeney	X		X		
LaCrosse					X
Komsa		X	X		
Zakar			X		

**VOTE ON PUBLIC HEARING April 1, 2020**

COUNCIL PERSON	MOTION	SECOND	AYE	NAY	ABSENT
Cairns			X		
Clayton					X
Feeney	X		X		
LaCrosse					X
Komsa		X	X		
Zakar					X

**CERTIFICATION**

I, Kathryn Hutchinson, Municipal Clerk of the Borough of Beachwood, do hereby certify the foregoing to be a true and exact copy of the ordinance which was adopted by the Borough Council of the Borough of Beachwood at a regularly scheduled meeting held on February 5, 2020 at 7:00 P.M., at the Municipal Building, located at 1600 Pinewald Road, Beachwood, New Jersey.

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**Kathryn Hutchinson, RMC, CMC**  
**Municipal Clerk - Borough of Beachwood**

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**Ronald Roma Jr.**  
**Mayor**