

CLINTON TOWN COUNCIL

MARCH 13, 2024

7:00 P.M.

FLAG SALUTE

ROLL CALL

STATEMENT OF ADEQUATE NOTICE

1. APPROVAL OF MINUTES: Regular Council meeting & Exec. February 28, 2024
2. APPROVAL OF MONTHLY REPORTS – FEBRUARY
3. PUBLIC COMMENTS
4. MAYOR’S COMMENTS
5. WATER REFUND – ACCOUNT # 1235-0
6. RESOLUTION #59-24 – INSURANCE REVIEW FOR EVENTS AND VENDORS
7. RESOLUTION #60-24 – MINIMUM INSURANCE STANDARDS
8. RESOLUTION #61-24 – TOM PETTO – FIRE SUBCODE / INSPECTOR
9. RESOLUTION #62-24 – SETTING THE QUARTERLY SEWER RATES
10. INTRODUCTION OF ORDINANCE 24-01 – PROHIBITING SALE OF DOGS & CATS BY
RETAIL STORES
11. CORRESPONDENCE
12. REPORTS OF COUNCIL
13. STANDBY AND OVERTIME
14. PAYMENT OF BILLS
15. EXECUTIVE SESSION
16. ADJOURNMENT

RESOLUTION 59-24

RESOLUTION AMENDING THE POWERS OF THE INSURANCE COMMITTEE REGARDING THEIR REVIEW AND APPROVAL OF WAIVERS FOR INSURANCE COVERAGE LIMITS FOR ENTITIES HOLDING EVENTS AND/OR VENDORS LOCATED ON PUBLIC PROPERTY

WHEREAS, on July 22, 2020 the Mayor and Council adopted Resolution # 117-20 which established “tiered” minimum standards of insurance to be provided by contractors, vendors, and residents renting or reserving municipal property for private events; and

WHEREAS, on December 27, 2023, the Mayor and Council adopted Resolution 167-23 which authorized the Insurance Committee to review insurance submissions and assign contractors and vendors to specific tiers of required coverage for recreation-related and non-recreation-related programs and events, and to grant or deny requests for waivers of such insurance requirements for any contractor, vendor, or resident seeking rent or reserve municipal property or facilities ; and

WHEREAS, the Town of Clinton Insurance Committee is desirous to make additional changes to their duties in order to clarify their role to ensure efficient oversight of the insurance-related matters noted above.

NOW, THEREFORE BE IT RESOLVED, by the Mayor and Council of the Town of Clinton that Resolution 163-23 is hereby amended as follows:

1. The following policy for review of proof of insurance and requests to waive insurance requirements for residents, contractors, and vendors utilizing municipal property for events (“Applicants”) is hereby adopted:
 - a. General. For all Facility Use Requests and/or Special Event Permits received by the Town, the Applicant must submit a certificate of insurance to the Insurance Committee for review in advance of the subject event. If the insurance requirements are not met, the Insurance Committee shall notify the Applicant in writing. Applicants may request a waiver of the amounts of the Town of Clinton’s insurance requirements as set forth below. The Insurance Committee is designated and empowered to review and grant or deny such requests. The decision of the Insurance Committee shall be final. Failure of the Insurance Committee to provide a decision on a waiver request shall not be deemed an automatic approval. All Applicants shall be required to execute a Hold Harmless Agreement in a form provided by the Town.
 - b. Waiver Request. Requests to waive the amount of insurance requirements must be submitted in writing in advance of the subject event by the Applicant. Waiver requests must be submitted by each individual applicant/sponsor of the event, and/or participating vendor(s) as applicable. The request shall include proof of available insurance coverage and set forth the reason for the requested waiver. Such request shall be forwarded to the Insurance Committee for review and consideration.
 - c. Consideration of Waiver Requests. The Insurance Committee shall consider the following factors in determining whether to grant the waiver request. The Insurance Committee may consult with the Town Administrator, Risk Manager, or other employee as needed.
 - i. The number of anticipated attendees of the subject event.
 - ii. The duration of the subject event.
 - iii. The number of people employed by the contractor or vendor

- iv. The relative hazard or risk of injury posed by the Applicant's activities
- v. Whether the Applicant will be utilizing any hazardous substances
- vi. Whether any vehicles will be used in connection with the subject event
- vii. The availability of other insurance coverage for the subject event.

d.Decision. The Insurance Committee shall provide its decision in writing to the Applicant, with a copy to the Town Administrator prior to the subject event. The decision of the Insurance Committee shall be final.

e. In the event the Insurance Committee is disbanded or otherwise no longer exists, all powers vested in the Insurance Committee under this policy shall be assumed by the Town Council.

f. This policy may be amended by resolution of the Town Council.

- 2. A copy of this resolution be provided to all municipal departments and the Town of Clinton Recreation Committee.
- 3. This resolution shall take effect immediately.

Cecilia Covino, RMC/CMC
Municipal Clerk

TOWN OF CLINTON INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

The Applicant agrees to protect, indemnify and hold harmless the Town of Clinton, its officers and directors, employees, officials, volunteers, agents, subcontractors and affiliates and all of the foregoing's respective successors and assigns (collectively, the "Indemnified Parties"), from and against any and all liabilities, losses, damages, costs, expenses (including but not limited to attorney's fees and expenses), causes of action, suits and claims of any nature whatsoever. Such indemnification shall include, but not be limited to, matters arising from, based upon, or relating to (a) Personal Injury or death to, or damage to or loss of property of, loss of use of property, to any person caused in whole or part by the negligence of any Indemnified Party in connection with such Indemnified Party's involvement or participation in the afore-mentioned event. This indemnification agreement is not limited to the insurance requirements.

This indemnification shall be governed by and construed in accordance with the laws of the State of New Jersey, without reference to the conflict of law provisions thereof. If any portion of this indemnity shall be invalid or unenforceable, the remaining portion hereof shall not be affected thereby and shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned, a duly authorized representative of the Renter, have read and agree to be bound by the terms of this agreement.

Signature: _____

Print Name: _____

Title: _____

Company Name (If applicable) _____

Date: _____

For Minors

I/WE, _____ (hereinafter "I/WE"), acknowledge and

Represent that I/WE am/are the parent(s)/legal guardian(s) of _____

Printed Name of
Parent(s)/legal guardian(s): _____

Date: _____

RESOLUTION 60-24

ESTABLISHING MINIMUM INSURANCE STANDARDS FOR CONTRACTORS AND VENDORS ACCESSING MUNICIPAL PROPERTY FOR RECREATION OR NON-RECREATION PURPOSES

WHEREAS, on July 22, 2020 the Mayor and Council adopted Resolution # 117-20 which established certain minimum standards of insurance to be provided by contractors and vendors renting/reserving municipal property for private events; and

WHEREAS, the Town of Clinton Insurance Committee (Insurance Committee) is desirous to amend the current minimum standards of insurance to be provided by contractors/vendors/residents seeking rent or reserve municipal property or facilities by submitting a Facility User Form and/or Special Event Permit; and

WHEREAS, the Insurance Committee recognizes that depending on the good/services being provided by the contractor/vendor/resident, different insurance limitations would continue to be in the best interest of the Town; and

WHEREAS, the Insurance Committee wishes to continue with its "tiered" insurance structure to continue providing for higher insurance limitations for contractors/vendors/residents providing higher risk services and lower insurance limitations for contractors/vendors/residents providing lower risk services; and

WHEREAS, the Insurance Committee wishes to amend the coverage limits currently received for Tier A by reducing the coverage amount currently required under "Medical Payments;" and

WHEREAS, any contractor/vendor/resident seeking rent/reserve municipal property or facilities are still required to complete and adhere to all the terms and conditions of the Town's Facility Use Form (as amended); and

WHEREAS, the attached document entitled "Town of Clinton Insurance Requirements" shows the requested amendment to the coverage amount; and

WHEREAS, additions to the requirements are noted in bold italics and deletions noted in strikethrough, and all other portions of the "Insurance Requirements" set forth below shall remain unchanged.

WHEREAS, recognizing that the list of tiered events is not all-encompassing, the Mayor and Council authorize the Town of Clinton Insurance Committee, in consultation with the Town Administrator, Risk Manager, or other employee as needed to make interpretations and assign contractor/vendors/residents to specific tier requirement coverage for any Facility Use Form and Special Event Permit that is received by the Town; and

NOW, THEREFORE BE IT RESOLVED, that the Mayor and Council of the Town of Clinton hereby adopt the amended recommendations as provided by the Insurance Committee for insurance limitations in accordance with the attached document entitled "Town of Clinton Insurance Requirements".

BE IT FURTHER RESOLVED, that a copy of this resolution be provided to all municipal departments and the Town of Clinton Recreation Commission.

Town of Clinton

Insurance Requirements

TIER A CATEGORIES – HIGH/MEDIUM RISK (Parades, Marathon event, Cycling event, Fireworks display, Hot Air Balloon, Wagon Rides, Bounce Houses or inflatables, Amusement Rides, Petting Zoos, Alcohol Sales or consumption, Day Camps, Sporting Leagues, Pyrotechnics, Helicopter experience, Pony Rides, Food Truck Vendors, Food Vendors (no alcohol), Exercise/Fitness/Dance Class, Music & Entertainment, Beverage Truck (no alcohol), Fishing Derby, Sports Coaching, Dunk Tank, Art Classes)

- A. All insurance coverages reference in this application, purchased by the applicant shall use Insurers with a minimum A.M. Best Rating of A- VII and all Insurers shall be licensed or authorized to do business in New Jersey.
- B. Compliance by applicant with the carrying of insurance and furnishing of ACORD 25 certificates of insurance or its equivalent, shall not in any way relieve applicant from any liability or diminish their obligations to maintain the insurance coverages required herein, or with any agreement with the Town or by law.
- C. Applicant shall maintain, or cause to be maintained, for the full term of the contract or as required below, at their sole cost and expense, the following insurance coverages:
 - a. Commercial General Liability insurance shall cover ALL operations of the Applicant for bodily injury, property damage, personal injury with minimum limits of not less than:
 - i. Bodily Injury and Property Damage Liability \$1,000,000 each occurrence
 - ii. Personal Injury Liability: \$1,000,000 each occurrence
 - iii. Products/Completed Operations: \$1,000,000 each occurrence
 - iv. Medical Payments: **\$5,000**
 - v. General Annual Aggregate: \$2,000,000
 - b. Commercial General Liability coverage shall contain:
 - i. No Cross Liability or Cross Suits exclusions or limitations.
 - ii. Town and its officers, directors, boards, commissions, agents, employees and volunteers as additional insured on a primary and noncontributory basis.
 - iii. Waiver of Subrogation.
 - c. Commercial Automobile Liability insurance coverage with minimum limits of \$1,000,000 per accident for all Owned, Leases, Non-Owned and Hired Vehicles
 - d. Workers' Compensation and Employers Liability insurance in accordance with the applicable State statutes and laws. Sole proprietorships, members of LLC's and partners who will performing work may not "opt out" of coverage in states were allowed; coverage must be maintained.
 - i. Part A – Statutory benefits
 - ii. Part B - \$100,000 each employee disease/\$500,000 policy limit/\$100,000 each accident

e. Professional Liability Coverage (if applicable) with minimum limits of \$1,000,000 each claim/\$1,000,000 annual aggregate.

f. Liquor Law Liability Coverage (if applicable) with minimum limits of \$1,000,000 each claim/\$1,000,000 annual aggregate.

D. Should the insured's coverage lapse or be cancelled for any reason, the Town must be notified no later than 30 days prior to cancellation date.

E. For those vendors or organizations that are working directly with children the General Liability policy will not have exclusion for Sexual Abuse and Molestation or separate coverage can be provided.

TIER B CATEGORIES – LOW RISK (Face Painting, Clowns, Jewelry sales, Home goods sales, Crafters, Business promotion booth.)

A. All insurance coverages reference in this application, purchased by the applicant shall use Insurers with a minimum A.M. Best Rating of A- VII and all Insurers shall be licensed or authorized to do business in New Jersey.

B. Compliance by applicant with the carrying of insurance and furnishing of ACORD 25 certificates of insurance or its equivalent, shall not in any way relieve applicant from any liability or diminish their obligations to maintain the insurance coverages required herein, or with any agreement with the Town or by law.

C. Applicant shall maintain, or cause to be maintained, for the full term of the contract or as required below, at their sole cost and expense, the following insurance coverages:

a. Commercial General Liability insurance shall cover ALL operations of the Applicant for bodily injury, property damage, personal injury with minimum limits of not less than:

- i. Bodily Injury and Property Damage Liability \$500,000 each occurrence
- ii. Personal Injury Liability: \$500,000 each occurrence
- iii. Products/Completed Operations: \$500,000 each occurrence

b. Commercial General Liability coverage shall contain:

- i. No Cross Liability or Cross Suits exclusions or limitations.
- ii. Town and its officers, directors, boards, commissions, agents, employees and volunteers as additional insured on a primary and noncontributory basis.
- iii. Waiver of Subrogation.

c. Commercial Automobile Liability insurance coverage with minimum limits of \$500,000 per accident for all Owned, Leases, Non-Owned and Hired Vehicles

d. Workers' Compensation and Employers Liability insurance in accordance with the applicable State statutes and laws. Sole proprietorships, members of LLC's and partners who will performing work may not "opt out" of coverage in states were allowed; coverage must be maintained.

- i. Part A – Statutory benefits
- ii. Part B - \$100,000 each employee disease/\$500,000 policy limit/\$100,000 each accident

e. Professional Liability Coverage (if applicable) with minimum limits of \$1,000,000 each claim/\$1,000,000 annual aggregate.

f. Liquor Law Liability Coverage (if applicable) with minimum limits of \$1,000,000 each claim/\$1,000,000 annual aggregate.

- D. Should the insured's coverage lapse or be cancelled for any reason, the Town must be notified no later than 30 days prior to cancellation date.
- E. For those vendors or organizations that are working directly with children the General Liability policy will not have exclusion for Sexual Abuse and Molestation or separate coverage can be provided.
- F. For those vendors or organizations that are working directly with children the General Liability policy will not have exclusion for Sexual Abuse and Molestation or separate coverage can be provided.

TIER C CATEGORIES – RESIDENT REQUIREMENTS

Residents shall provide the Town of Clinton no less than five days prior to the date of use of any Town facilities evidence in the form of a certificate of insurance for personal liability insurance coverage conditioned below:

- A. Any and all applicable insurance coverage purchased by the Applicant(s) shall use Insurers with a minimum of A.M. Best rating of A-VII and all Insurers shall be licensed or authorized to do business in New Jersey.
- B. Compliance by applicant with the carrying of insurance and furnishing of ACORD 25 Certificate of Insurance or its equivalent shall not in any way relieve applicant from any liability or diminish their obligations to main insurance coverage.
- C. The Town of Clinton reserves the right to deny access to town facilities to applicants that do not provide evidence of personal liability insurance coverage.
- D. Should any applicant hire outside vendors to perform services or functions relating to the use of Town of Clinton facilities, the applicant should obtain evidence of the vendor's insurance in accordance with the provisions outline in Tier A & B. for their own protection.

TOWN OF CLINTON INDEMNIFICATION AND HOLD
HARMLESS AGREEMENT

The Applicant agrees to protect, indemnify and hold harmless the Town of Clinton, its officers and directors, employees, officials, volunteers, agents, subcontractors and affiliates and all of the foregoing's respective successors and assigns (collectively, the "Indemnified Parties"), from and against any and all liabilities, losses, damages, costs, expenses (including but not limited to attorney's fees and expenses), causes of action, suits and claims of any nature whatsoever. Such indemnification shall include, but not be limited to, matters arising from, based upon, or relating to (a) Personal Injury or death to, or damage to or loss of property of, loss of use of property, to any person caused in whole or part by the negligence of any Indemnified Party in connection with such Indemnified Party's involvement or participation in the afore-mentioned event. This indemnification agreement is not limited to the insurance requirements.

This indemnification shall be governed by and construed in accordance with the laws of the State of New Jersey, without reference to the conflict of law provisions thereof. If any portion of this indemnity shall be invalid or unenforceable, the remaining portion hereof shall not be affected thereby and shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned, a duly authorized representative of the Renter, have read and agree to be bound by the terms of this agreement.

Signature: _____

Print Name: _____

Title: _____

Company Name (If applicable) _____

Date: _____

For Minors

I/WE, _____ (hereinafter "I/WE"), acknowledge and

Represent that I/WE am/are the parent(s)/legal guardian(s) of _____

Printed Name of
Parent(s)/legal guardian(s): _____

Date: _____

RESOLUTION #61-24

WHEREAS, the Town of Clinton needs to hire a Fire Sub-Code Official and Fire Inspector,
and;

WHEREAS, the Construction Official has recommended the following individual be hired at
the current salary as set by the 2024 salary resolution:

THOMAS PETTO – Fire Sub-Code Official and Fire Inspector

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and Council of the Town of Clinton
hire Thomas Petto to fill the open position, Fire Sub-Code Official and Fire Inspector effective
March 1, 2024.

Mayor Janice Kovach

Adopted: March 13, 2024

TOWN OF CLINTON
HUNTERDON COUNTY, NEW JERSEY

RESOLUTION #62-24

RESOLUTION ESTABLISHING THE FLAT-RATE SANITARY SEWER UNIT COST

WHEREAS, Section 112-10 of the code of the Town of Clinton provides that an annual flat-rate sanitary sewer cost for each flat-rate sewer unit shall be set by resolution adopted by the Town Council; and

WHEREAS, pursuant to statute, sewer units shall be set so as to cover the costs of acquisition, construction and operation of sewerage facilities, and

WHEREAS, it is recommended that there be an adjustment in the flat-rate sewer unit cost; and

WHEREAS, the Mayor and Town Council have reviewed the recommendation and find the recommended rate to be appropriate.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the Town of Clinton, County of Hunterdon, New Jersey, that the annual flat-rate sewer unit cost beginning June 2024 will be set at \$520.00 for each sewer unit.

Janice Kovach, Mayor

Attest:

Cecilia Covino, RMC/CMC
Town Clerk

Dated: March 13, 2024

TOWN OF CLINTON
HUNTERDON COUNTY, NEW JERSEY

ORDINANCE # 24-01

ORDINANCE PROHIBITING THE SALE OF DOGS AND CATS BY RETAIL PET STORES

WHEREAS, a significant number of puppies and kittens sold at pet shops come from large-scale, commercial breeding facilities where the health and welfare of the animals are not adequately provided for (“puppy mills” and “kitten mills,” respectively); and

WHEREAS, according to The Humane Society of the United States, it is estimated that 10,000 puppy mills produce more than 2,400,000 puppies a year in the United States and that most pet shop dogs and cats come from puppy mills and kitten mills; and

WHEREAS, the documented abuses endemic to puppy and kitten mills include over-breeding; inbreeding; minimal to non-existent veterinary care; lack of adequate and nutritious food, water and shelter; lack of socialization; lack of adequate space; and lack of adequate exercise; and

WHEREAS, the inhumane conditions in puppy and kitten mill facilities lead to health and behavioral issues in the animals bred in those facilities, which many consumers are unaware of when purchasing animals from pet shops due to both a lack of education on the issue and misleading tactics of pet shops in some cases; and

WHEREAS, these health and behavioral issues, which may not present themselves until sometime after the purchase of the animals, can impose exorbitant financial and emotional costs on consumers; and

WHEREAS, current Federal, State and County regulations do not properly address the sale of puppy and kitten mill dogs and cats in pet shops; and

WHEREAS, restricting the retail sale of puppies and kittens to only those that are sourced from shelters or rescue organizations is likely to decrease the demand for puppies and kittens bred in puppy and kitten mills, and is likely to increase demand for animals from animal shelters and rescue organizations; and

WHEREAS, due in large part to pet overpopulation, more than 20,000 dogs and cats are euthanized in New Jersey animal shelters annually; and

WHEREAS, restricting the retail sale of puppies and kittens to only those that are sourced from animal shelters and rescue organizations will likely reduce pet overpopulation and thus the burden on such agencies and financial costs on local taxpayers; and

WHEREAS, across the country, thousands of independent pet shops as well as large chains operate profitably with a business model focused on the sale of pet services and supplies and not on the sale of dogs and cats; and

WHEREAS, many of these shops collaborate with local animal shelters and rescue organizations to offer space and support for showcasing adoptable homeless pets on their premises; and

WHEREAS, this Ordinance will not affect a consumer's ability to obtain a dog or cat of his or her choice directly from a breed-specific rescue organization or a shelter, or from a hobby breeder where the consumer can see directly the conditions in which the dogs or cats are bred, or can confer directly with the hobby breeder concerning those conditions; and

WHEREAS, the Town Council believes it is in the best interests of this Town to adopt reasonable regulations to reduce costs to the Town and its residents, protect the citizens of the Town who may purchase cats or dogs from a pet shop or other business establishment, help prevent inhumane breeding conditions, promote community awareness of animal welfare, and foster a more humane environment in the Town.

NOW, THEREFORE, BE IT ORDAINED by the Mayor and Council of the Town of Clinton, the County of Hunterdon as follows:

SECTION 1. Section 64-1 entitled "Definitions" of the Code of the Town of Clinton ("Code") is hereby amended as follows (additions noted in bold italic *thus* and deletions noted in strikethrough ~~thus~~):

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

ANIMAL RESCUE ORGANIZATION

A non-profit organization incorporated under the law of any state and exempt from federal taxation under Section 501(c)(3) of the federal Internal Revenue Code, as amended, and whose principal purpose is the prevention of cruelty to animals and whose principal activity is to rescue sick, injured, abused, neglected, unwanted, abandoned, orphaned, lost, or displaced animals and to adopt them to good homes. "Animal rescue organization" does not include any entity that breeds animals or that (1) is located on the same premises as; (2) has any personnel in common with; (3) obtains, in exchange for payment or any other form of compensation, dogs or cats from; or (4) facilitates the sale of dogs or cats obtained from a person that breeds animals

ANIMAL SHELTER OR SHELTER

A facility, whether located in or outside the State of [STATE], that is operated by or under contract with the [LOCALITY] for the purpose of impounding or caring for seized, stray, homeless, abandoned, unwanted, or surrendered animals.

CAT

A member of the species of domestic cat, Felis catus.

DOG

A member of the species of domestic dog, Canis familiaris.

DOG

~~Any dog, bitch or spayed bitch.~~

DOG OF LICENSING AGE

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

HOBBY BREEDER

A person that barter, offers for sale, displays for sale, or sells, Cats, Dogs, or both, only from the premises on which they were bred or reared, resulting in no more than a total of one (1) litter per calendar year whether or not the animals in such litter are offered for sale or other transfer, and is in compliance with the Zoning Regulations of this Code.

KEEPER

Any person exercising control over a dog or permitting a dog to remain on premises under his control.

KENNEL

Any establishment where the business of boarding, selling or breeding dogs for sale is carried on, except a pet shop.

OWNER (when applied to the proprietorship of a dog)

Includes every person having a right of property in the dog and every person who has a dog in his keeping.

PET SHOP

~~Any room or group of rooms, cage or exhibition pen, not part of a kennel, where dogs are kept or displayed for sale.~~

OFFER FOR SALE

To sell, offer for sale or adoption, advertise for the sale of, barter, auction, give away or otherwise dispose of a dog or cat.

PET SHOP

A retail establishment where dogs and cats are sold, exchanged, bartered or offered for sale as pet animals to the general public at retail. Such definition shall not include an animal care facility or animal rescue organization, as defined.

POTENTIALLY DANGEROUS DOG

Any dog which has been declared potentially dangerous by a Municipal Judge pursuant to N.J.S.A. 4:19-23.

POUND

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

SHELTER

~~Any establishment where dogs are received, housed and distributed without charge.~~

VICIOUS DOG

Any dog which has been declared vicious by a Municipal Judge pursuant to N.J.S.A. 4:19-22.

SECTION 2. Section 64-3.1 of the Code entitled "Retail Pet Shops" is added as follows:

§64-3.1-1 Prohibition on Sale of Dogs or Cats by Retail Pet Stores

A. Notwithstanding any other provision of law to the contrary and subject to the exemptions provided in subsection (C) below, it is unlawful for a pet store, as defined in Section 64-1 of the Code, to sell or offer for sale a dog or a cat.

B. Nothing in this section shall be construed to prohibit a pet store from providing space to an animal rescue organization or an animal shelter, as defined in Section 64-1 of the Code, to publicly showcase dogs or cats available for adoption.

C. Exemptions. The following shall not be considered pet stores and shall be exempt from the prohibitions of this Ordinance:

1. An animal care facility;

2. An animal rescue organization; and
3. Hobby Breeders.

§64-3.1-2 Enforcement; Penalty for Violation.

- A. A retail pet store that sells or offers for sale a dog or cat in violation of §64-3.1-1 shall be fined by a sum of \$500. Each sale or offer for sale in violation of §64-3.1-1 shall constitute a separate offense.
- B. The Town of Clinton Police Department, Zoning Officer, and / or Animal Control Officer shall be empowered to enforce this Section.

SECTION 2. All Ordinances or parts of Ordinances inconsistent herewith are repealed as to such inconsistencies.

SECTION 3. If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held invalid or unconstitutional by any court 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 thereof.

SECTION 4. This Ordinance shall become effective 90 days after passage and publication according to law.