

**Minutes of a Special Meeting of Amherst Town Council
Held in Council Chambers
Friday, July 16, 2010 at 12:00 Noon**

PRESENT: Mayor Robert Small
Deputy Mayor Terry Rhindress
Councilor Robert Angel
Councillor George Baker
Councillor Robert Bird
Councillor Dale Fawthrop
Councillor David March
Greg Herrett, CAO
Kim Jones, Executive Assistant

1. CALL TO ORDER

This special meeting of Amherst Town Council was duly called and advertised. The purpose of the special meeting is to allow Council to consider second reading of the Dog By-Law, and to consider a Memorandum of Understanding with the LA Animal Shelter.

- 1.1 Approval of the Agenda M-1007-05
Moved by Deputy Mayor Rhindress, seconded by Councillor March to approve the agenda as circulated.**

MOTION CARRIED

2. REQUEST FOR DECISION

- 2.1 Dog By-Law at 2nd Reading, RFD#2010076 M-1007-06
Moved by Councillor March, seconded by Councillor Angel that Council approve 2nd reading of the Town of Amherst Dog By-Law, C-4, which repeals and replaces the existing Digs By-Law approved by Council on 21 November 1983 with amendments approved on 21 May 1991, 17 February 1992, 19 June 1995 and 15 April 1996.**

MOTION CARRIED

**TOWN OF AMHERST
DOG BY-LAW**

1. This By-law shall be known and may be cited as the "Dog By-Law" of the Town of Amherst.

INTERPRETATION

2. In this By-law unless the context otherwise requires:

"Animal Control Officer" or **"ACO"** means the person designated by the Chief of Police to be the by-law enforcement officer for this by-law. An officer of the Amherst Police Department may destroy a vicious dog where the circumstances call for that action in the normal course of carrying out the Officer's duties.

"At Large" means being elsewhere than on the lands or premises owned or occupied by the dog owner and not on a leash.

"Attack" means an assault resulting in bleeding, bone breakage, sprains, or serious bruising.

"Bite" means a wound to the skin causing it to puncture or break.

"Council" means the Municipal Council of the Town of Amherst

"Dog" means a male or female animal of the species canine over the age of twelve (12) weeks.

"Dog License" means a license for a dog for the current licensing year that has been paid for and that has been issued by the Town or an assignee of the Town.

"Dog Owner" means any person:

- a) whose name appears on a dog license
- b) who is in possession of a dog
- c) who has the care, custody or control of a dog; or
- d) who possesses, harbours or allows a dog to remain about a house, land or premises owned or occupied by that person.

"Impounded" means seized and delivered into the pound or in the custody of the poundkeeper.

"Kennel" means a licensed enterprise dealing with the breeding, buying, selling or boarding of dogs.

"Licensed Dog" means a dog that is wearing, either on its collar or harness, a metal tag on which is stamped figures corresponding to a dog license for that specific dog.

"Licensing Year" shall mean a period from April 1st in any year to March 31st in the following year.

"Pound" means premises used by the poundkeeper to harbour and maintain dogs pursuant to this bylaw or any vehicle used by the poundkeeper.

"Poundkeeper" means the person or organization appointed by resolution of Council to operate and maintain the facilities for the impounding of dogs.

"Premises" means a building or part of a building, structure or a place.

"Premises of the owner" includes premises where a dog is habitually harboured or fed.

"Service Animal" means an animal trained by a recognized school for service as a guide dog for the blind or visually impaired, a guide dog for the deaf or hearing impaired, or a special skills dog for other challenged persons and includes an animal used in therapy, registered with a recognized organization for that purpose.

"Vicious Dog" means a dog which:

- a) has bitten a human without provocation
- b) has bitten an animal without provocation; or
- c) has a known propensity, tendency or disposition to attack or aggressively pursue, without provocation, a human or animal.

IMPOUNDMENT

3. The Council may hereby authorize:
 - a) the establishment, maintenance and operation of facilities for the impounding of dogs at such place or places and upon such premises, as the Council may determine, by resolution.
 - b) The appointment, by resolution, of a poundkeeper to maintain and operate the pound or pounds established under this by-law.
 - c) The making of an agreement with such persons, firms, societies or corporations as may be fit for the purpose of maintaining and operating a pound, for regulating the conduct of the pound, and providing for the collection, distribution and payment of revenue and expenditures derived from the operation of the Pound.

CONTROL, LICENSING AND IMPOUNDING OF DOGS

Control of Dogs

4. Except as otherwise permitted by this By-law:
 - a) A dog owner shall not permit, suffer or allow a dog to be at large.
 - 4.1 Every owner of a dog shall ensure that the dog is kept on a leash and under the control of some person when the dog is on any land in the Town unless:
 - a) the land is the premises of the owner of the dog,
 - b) the land is owned by a person who has given prior consent to the dog being off the leash.
 - 4.2 Police Officers with the Amherst Police Department and any By-Law enforcement officers appointed by the Chief of Police shall, along with the ACO, be responsible for enforcing and have the authority to enforce section 4 and 4.1.

Vicious Dogs

5. The ACO has the power and authority hereunder, upon reasonable grounds, to make the determination that any dog is a vicious dog.
 - 5.1 When the ACO determines that a dog is a vicious dog, the ACO, if he/she determines in their discretion, that the vicious dog poses an immediate and significant threat to the public safety, may destroy the vicious dog.
 - 5.2 If the ACO destroys the dog, the ACO will arrange for the disposal of the remains and will make reasonable efforts to inform the dog owner that the dog has been destroyed.

- 5.3 If a dog attacks a person and causes injury, the Amherst Police Department shall, along with the ACO, have the authority to investigate the circumstances of the attack if it is decided that it is appropriate to do so, and the Town of Amherst Police Department may make such recommendations to the ACO as it sees fit.

Feces and Scooping

6. Every owner of a dog shall immediately remove any feces left by the dog in the Town:
- a) on any roadway, sidewalk or parking lot
 - b) in a public park
 - c) on any public property other than a public park, or
 - d) on any private property other than the property of:
 - i) the owner of the dog, or
 - ii) the person having care, custody or control of the dog.
- 6.1 Every owner of a dog shall dispose of any feces removed pursuant to this Section on his or her premises.
- 6.2 Every owner of a dog shall remove from his or her property, in a reasonable timely manner, feces left by such dog, so as not to disturb the enjoyment, comfort, convenience of any person in the vicinity of the property.
- 6.3 This section does not apply to a handler of a service dog, where the handler is not reasonably able to remove the feces left by such dog due to a physical disability or impediment.

Noise

7. No dog shall be permitted to consistently disturb the quiet of a neighborhood by barking, howling, or otherwise making noise to a degree beyond what the Animal Control Officer determines to be normal.
- 7.1 In determining what is "normal" in the context of this section, the ACO shall consider one or more, but not limited too, the following factors:
- a) the time of day that the dog is reported as disruptive;
 - b) the frequency and duration of the reported disruptive behavior;
 - c) the proximity of neighbors and population density of the neighborhood.
- 7.2 If the ACO determines, upon reasonable grounds, that a dog is being disruptive, as defined in this section, the ACO shall give a written warning to the dog owner before taking any other action under this by-law.

Interference with ACO or Poundkeeper

8. Anyone who obstructs or interferes with the Animal Control Officer, or his/her duly authorized delegate, or the poundkeeper, engaged in the execution of his/her duties, commits an offense under this by-law.

Licensing of Dogs

9. No person shall own, possess or harbour an unlicensed dog within the boundaries of the Town.
- 9.1 A person who owns, possesses or harbours any dog before the first day of April in each year, shall obtain a dog license in accordance with the provisions of this by-law.
- 9.2 Applications for and the issuance of a dog license shall be the responsibility of the Town Hall staff, or person so designated by the Town of Amherst.
- 9.3 The Town of Amherst and/or its recognized agent for this purpose will maintain a record of all dogs registered, showing the date and number of the registration, and the name and address of the owner of the dog.
- 9.4 Every person who obtains a dog license shall be given a metal tag which shall be, at all times, fastened to a collar or harness worn by the dog for which the license was obtained.
- 9.5 Where a metal tag issued pursuant to this by-law has been lost, destroyed or mutilated, the dog owner shall acquire, for the remainder of the current licensing year, a replacement tag, upon producing proof of purchase of a valid dog license and upon payment of a prescribed fee.
- 9.6 Fees pursuant to this by-law are set out in Schedule "A" attached hereto.

- 9.7 Notwithstanding this section, the following dogs need not have a dog license:
- a) a trained guide dog owned or utilized by a blind person, or any dog determined by the ACO to be a service or assistance dog
 - b) a dog owned and utilized as a law enforcement service dog

Impounding of Dogs

10. The Town of Amherst and/or its designates by resolution may, without notice to or complaint against the owner, impound any dog that:
- a) runs at large contrary to this by-law
 - b) is not wearing a tag as required by this by-law
 - c) is not registered pursuant to this by-law
 - d) is fierce and dangerous
 - e) is rabid or appears to be rabid or exhibits symptoms thereof; or persistently disturbs the quiet of the neighborhood by barking, howling or otherwise, after a written warning has been delivered to dog owner
- 10.1 The poundkeeper, upon seizure or impoundment of a dog at large, shall make every effort to inform the dog owner, if known, that the dog has been seized and impounded, including review of available information from tags, tattoos or microchips.
- 10.2 If after the expiration of not less than 72 hours, the impounded dog is not claimed, the poundkeeper may, on the expiration of this period, destroy, or place for adoption, the impounded dog.
- 10.3 The poundkeeper, upon receiving a certificate from a qualified veterinarian that an impounded dog is suffering from infectious or contagious disease, may immediately destroy that impounded dog.
- 10.4 The poundkeeper shall maintain a recorded log, in which he/she shall record the description of every dog impounded, the name of the person who impounded the dog, the time and location of the impoundment, the fees owing and the manner of disposal of the impounded dog.
- 10.5 The owner of record of an impounded dog shall be responsible for all uncollected fees or costs in respect of an impounded dog whether or not he/she effects the release of the dog.

Enforcement

11. No dog owner shall do anything, or fail to do anything, where that action or omission, as the case may be, results in a violation of this by-law.
12. This by-law may be enforced, at the discretion of the Town:
- a) in accordance with the procedures set out in the Municipal Government Act; or
 - b) by means of a summary offence ticket under the Municipal Government Act.
13. The Summary Proceedings Act, where applicable, shall apply to proceedings under this by-law.
14. The Animal Control Officer may enter, at all reasonable times, upon any property subject to this by-law in order to ascertain whether this By-law is being obeyed.
15. Every person who contravenes any part of this by-law is guilty of an offense and is subject to the provisions of the *Summary Proceedings Act*.
16. Each day an offense continues shall be a separate offense.
17. The penalties prescribed are as follows:
- a) with respect to the first contravention in any consecutive 12 month period, payment of \$60.00;
 - b) with respect to a second contravention within any consecutive 12 month period, payment of \$200.00;
 - c) with respect to a third contravention within any consecutive 12 month period, payment of a sum of \$500.00;
 - d) with respect to any subsequent contravention within any consecutive 12 month period, payment of a sum not less than \$500.00 and not more than \$2000.00.
18. Any contravention of any provision of this By-law, in the preceding twelve months by any person charged, shall be counted as a previous contravention for the purpose of the preceding paragraphs.
19. If payment is not made in accordance with these procedures, the fine is recoverable under the *Summary Proceedings Act*.

Costs

20. In all cases the Town shall have the right to recover from the owner of the dog the cost incurred by the Town in applying this by-law to the owner's dog.
- 20.1 In all cases the costs of the Town shall include the actual payments made by the Town, together with its reasonable administrative charges.
- 20.2 The provisions of this by-law shall be enforceable pursuant to the *Municipal Government Act*.

Interpretation

21. This by-law shall be read with all changes in gender and number, as may be appropriate.
22. Any part of this by-law found to be illegal shall be severed from the balance of the by-law.
23. Any and all fees referred to in the by-law shall be as set out in the Town of Amherst User Fee Policy #3470-03 and will be reviewed annually.

Repeal

24. The Town of Amherst Dogs By-Law approved by Council on November 21, 1983 with amendments approved on: May 21, 1991; February 17, 1992; June 19, 1995 and April 15, 1996 is hereby repealed in its entirety.

SCHEDULE "A"

Dog License Fees

1. Dog License fees shall be:
 - a) \$15 for each spayed/neutered dog;
 - b) \$30 for each un-sprayed/un-neutered dog.

Each license shall be payable to the Town of Amherst annually.

Dog Impound Fees

2. A dog owner may reclaim their impounded dog upon proving ownership and upon paying to the poundkeeper the following impound fees, maintenance fees and any overdue dog license fees pursuant to Schedule "A"
 - a) An impoundment fee in respect of a Licensed Dog:
 - a. First Impoundment - \$30.00
 - b. Second Impoundment - \$70.00
 - c. Third and subsequent Impoundments - \$100.00
 - b) An impoundment fee in respect to an Unlicensed Dog - \$100.00
 - c) A maintenance fee in respect of each day or part of a day on the impoundment period - \$15.00

- 2.2 **Memorandum of Understanding with LA Animal Shelter, RFD#2010077 M-1007-07**
Moved by Councillor Bird, seconded by Councillor Fawthrop that Council approve a Memorandum of Understanding between the Town of Amherst and the LA Animal Shelter as submitted, and authorize the Mayor and CAO to sign on behalf of the Town.

MOTION CARRIED

Memorandum of Understanding
THE TOWN OF AMHERST
 (Hereinafter referred to as "the Town")
AND
THE LA ANIMAL SHELTER
 (Hereinafter referred to as "the Shelter")

WHEREAS the Shelter has requested that the Town compensate the Shelter for pound services; and

WHEREAS the Town supports the work of the Shelter; and

WHEREAS the goal of the relationship between the Town and the Shelter is the protection and humane treatment of dogs and the well being of the citizens of Amherst; and

WHEREAS the Town and the Shelter agree that the protection and control of dogs is an issue that concerns many citizens,

THEREFORE it is agreed that:

1. The Shelter will provide "Pound" services to the Town in respect of canine control as defined in the Town's Dog By-law, including but limited to:
 - a. Basic housing
 - b. Transportation of dogs (after they have been delivered by the Town's animal control officer)
 - c. Basic food, water and hygiene
 - d. Appropriate veterinary care
 - e. Provide a mechanism to;
 - i. Find homes for healthy pets
 - ii. Euthanize dogs when deemed necessary
 - iii. Provision to pay vet costs for dogs in need of immediate veterinary attention up to the cost of euthanization and disposal of the body, estimated at the time of signing this agreement to be approximately \$150.
 - f. Sell dog licenses/permits on behalf of the Town, in accordance with the Dog By-law. For clarity, this is intended to mean that both the Town and the Shelter would sell licenses / permits.
2. The procedures to be followed in respect of dogs coming to the shelter shall be in accordance with Appendix A.
3. All actions taken and procedures followed in respect of this MOU shall be in accordance with the Town's Dog By-law.
4. The Town will continue to retain the services, at its own expense, of an Animal Control Officer, reporting to the Chief of Police, who shall continue to have the responsibility to administer and enforce the Dog By-law and who will continue to be responsible for the capture of and delivery to the Shelter of dogs which have been identified as being required to be impounded.
5. The Town shall appoint the Shelter as its "Poundkeeper" under the provisions of the Town's Dog By-law.
6. The Town and the Shelter shall cooperate on a program of education for the citizens of Amherst with respect to the provisions of the Town's Dog By-law and canine health and wellness in general.
7. The Shelter shall report monthly to the Town on statistics and activities in respect of dogs delivered to the Shelter from the Town.
8.
 - a. The Town shall compensate the Shelter in the base amount of \$10,000 annually, payable in two equal installments. The first such installment shall be payable on the signing of this MOU and on each April 1 thereafter during the term of this MOU. The second annual installment shall be payable on October 1 of each year during the term of this MOU.
 - b. Provision for the Town to pay if the Shelter holds dogs while waiting for a determination as to how the dog will be dealt with (court proceeding, etc.)
9. The Town shall, in addition to the amounts identified in paragraph 8 above, compensate the Shelter in an amount equal to the gross amount of the proceeds of the sale of dog licenses/permits subject to the limits described in paragraph 10 below. Such payments will be made to the Shelter on a monthly basis.
10. The total amount paid to the Shelter, by the Town, in respect of paragraphs 8 and 9 above shall not exceed \$20,000 in any fiscal year of the Town. (April 1- March 31)
11. This MOU shall be in effect from time of signing and shall continue in effect until canceled by either of the parties using the procedures set out in paragraph 13.
12. The terms and conditions of this MOU shall be reviewed annually by the parties.
13. Either party to this MOU may terminate its participation in this relationship by giving six months notice, in writing, of its intention to discontinue the relationship. The following positions are designated as representatives of the Parties for the purposes of this MOU and notices and/or reports required under this MOU shall be delivered as follows:
 - a. In the case of the Shelter, the president of the association
 - b. In the case of the Town, the Chief Administrative Officer

This Memorandum of Understanding reflects an agreement between the Town of Amherst and the LA Animal Shelter.

IN WITNESS WHEREOF the parties have executed this Memorandum of Understanding by their duly authorized officers this _____ day of July, 2010.

3. ADJOURN

On motion by Deputy Mayor Rhindress, the meeting adjourned.

APPROVED BY:

Gregory D. Herrett, CA
Town Clerk and Chief Administrative Officer

Robert Small
Mayor