

ANIMAL CONTROL ORDINANCE

Read and adopted at the 11/13/2017, 2017 Town of Hyde Park Selectboard Meeting
24 VSA 1972(a)(1)

Posted in 5 places on 11/14/2017, 2017, such locations being:
24 VSA 1972(a)(1)

Hyde Park Municipal Office
Lanpher Memorial Library
Lamoille County Sheriff's Department
Hyde Park Post Office
North Hyde Park Post Office

Published in the News and Citizen on 11/22/17, 2017; within 14 days of adoption; notice of adoption must include notice of the right to petition for a town vote.
24 VSA 1972(a)(1)

Adopted ordinance shall be recorded in records of the municipality.
24 VSA 1972(b)

Received for recording: Kimberly Moulton 11/14/17
Signature of Hyde Park Town Clerk Date Received

Petition Period ends 44 days from adoption (Signatures required: at least 5% of registered voters).
24 VSA 1973(a) and (b). Initials of Town Clerk certifying no petition filed: lm Date Initialed 1/24/18

Effective: January 11, 2018
(60 days from adoption)

24 VSA 1972(a)(2)

ANIMAL CONTROL ORDINANCE FOR HYDE PARK

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ARTICLE I GENERAL PROVISIONS

- A. Title: All rules and regulations contained herein, together with such additions and amendments, as may be hereafter adopted, are hereby designated as the "Animal Control Ordinance for Hyde Park," hereinafter referred to as "Ordinance."
- B. Authority: This Ordinance is adopted pursuant to authority granted under 20 V.S.A. § 3549, 24 VSA §§ 2291 (10), (14), (15) and (21), and 24 V.S.A. Chapter 59.
- C. Purpose: The purpose of this Ordinance is to protect the health, safety, and welfare of the public, domestic pets, domestic animals, and wolf-hybrids of the Town by regulating the keeping of domestic pets, domestic animals, and wolf-hybrids and their running at large and by defining what constitutes a public nuisance.
- D. Inconsistent Provisions: This Ordinance is in addition to all other ordinances of the Town of Hyde Park and all applicable laws of the State of Vermont. All ordinances or parts of ordinances, resolutions, regulations, or other documents inconsistent with the provisions of this ordinance are hereby repealed to the extent of such inconsistency.
- E. Civil Ordinance: This Ordinance is designated as a civil ordinance in conformance with 24 VSA Section 1971(b).

ARTICLE II DEFINITIONS

Unless the context specifically indicates otherwise, the meaning of terms used in this Ordinance shall be as follows:

Enforcement Officer shall mean the Town Health Officer, Town Deputy Health Officer, Town Constable, State Police Officer, Lamoille County Sheriff, any Deputy Lamoille County Sheriff, or any individual appointed by the Selectboard to fill the position of Animal Control Officer or Lead Animal Control Officer.

"Dog" means any member of the canine species. For purposes of this ordinance, this term, wherever used, shall also include "wolf-hybrids" and "working farm dogs" except where specifically exempted.

Domestic animal shall mean those animals defined by 6 V.S.A. 1151(2) as follows: rabbits, cattle, sheep, goats, equines, fallow deer, red deer, reindeer, American bison, swine, poultry, pheasant, Chukar partridge, Coturnix quail, psittacine birds (parrot family), ferrets, camelids, ratites (ostriches, rheas, and emus), reptiles and amphibians. The term does not include those species of amphibian native to Vermont. The term shall include cultured trout propagated by commercial trout farms.

Domestic pet shall mean any domestic dog, domestic cat, or European ferret (*Mustela putorius furo*) as defined in 20 V.S.A., Chapter 193, Section 3541.

ARTICLE II DEFINITIONS

Continued

Humane disposal shall mean (a) humane euthanasia by a licensed veterinarian.

Humane Shelter shall mean an area of sufficient size to afford an animal protection from inclement weather, rain, snow and wind.

Keeper (See definition of Owner)

Owner shall mean any person who owns a domestic pet or wolf-hybrid and includes any person who has actual or constructive possession of the pet or wolf-hybrid. The term also includes those persons who provide feed or shelter to a domestic pet or wolf-hybrid. A person shall not be deemed to be the "Owner" of feral animals that take up residence in a building other than the person's home, even if the person occasionally provides feed to the animal.

Person shall mean any individual, institution, public or Private Corporation, partnership or other legal entity.

Potentially vicious dog means a dog running at large that inflicts minor injuries on a person not necessitating medical attention; chases, threatens to attack or attacks another domestic pet or domestic animal; causes damage to personal property; chases a person; or causes any person to reasonably fear attack or bodily injury from such dog. This definition shall not apply if the dog was protecting or defending itself, its offspring, another domestic pet or animal or a person from attack or assault or the person attacked or threatened by the dog was engaged in teasing, tormenting, battering, assaulting, injuring or otherwise provoking the dog.

Public Nuisance shall mean any conduct which endangers life, health, or property or which reasonably annoys, injures, or disturbs, or intrudes upon the free use and comfortable enjoyment of public lands is a public nuisance, provided, however, such act is specifically enumerated and defined in this Ordinance. The following activities shall be deemed nuisances:

- A. A dog running at large in the Town.
- B. A dog that defecates on public property or on the private premises of a person that is not the dog's owner or keeper and whose owner does not immediately remove the fecal material and dispose of it in a sanitary manner.
- C. A female dog in heat not confined to a building or other secured enclosure, except while under the direct control of the owner.
- D. A dog that disturbs the quiet, comfort and repose of others by barking, whining, calling, or howling for a continuous period of 20 minutes or more. This regulation shall not apply to dogs in a kennel/boarding facility which has received a zoning permit under the municipal land development regulations. The zoning permit will govern the use of the kennel / boarding facility. The provisions of this section shall not apply to licensed working farm dogs if the working farm dog is barking to herd or protect livestock or poultry or to protect crops.

ARTICLE II DEFINITIONS

Continued

Public Property shall mean 1) property owned by a municipality, school, county or state; 2) the area within 25' of the center line of the publicly traveled way or 3) within the bounds of the right-of-way or strip of land for public use as surveyed and recorded in the Town land records.

Running at large shall mean to move about without restraint, control or limitation as to property lines or areas, for example:

- A. A domestic pet or domestic animal on a public road within the Town is considered restrained if it is on a leash or by the owner's or keeper's side at all times and obedient to that person's commands.
- B. A wolf-hybrid that is running at large in violation of Article IV, Section F; Wolf-Hybrid Enclosure Required.
- C. Exceptions:
 - 1. The provisions of this section shall not apply to licensed working farm dogs if the working farm dog is running at large in order to herd or protect livestock or poultry or to protect crops.
 - 2. Nothing in this Ordinance shall be construed to require: the restraint of cats or the restraint of any domestic pet or domestic animal while on private property by permission of the property owner or while in a vehicle. Nor shall this Ordinance restrict the use of dogs for lawful hunting or service animals.

Selectboard shall mean the Selectboard for the Town of Hyde Park.

Service animal shall mean any dog that is individually trained to do work or perform tasks for the benefit of an individual with a disability, including a physical, sensory, psychiatric, intellectual, or other mental disability, as defined by 28 C.F.R. § 35.104

Sufficient food and clean water means access to appropriate nutritious food at least once a day which is sufficient to maintain good health and continuous access to potable water that is not frozen and is free from debris, feces, algae, and other contaminants.

Sufficient housing, including protection from the elements means constant and unfettered access to an indoor enclosure which:

- A. has a solid floor made of any natural or manmade material but which is dry at all times of the year; and
- B. is not stacked or otherwise placed on top of or below another animal's enclosure; and
- C. is cleaned of waste at least once daily while the animal is outside the enclosure; and
- D. maintains a temperature between 45 and 85 degrees Fahrenheit.

Sufficient space means having sufficient indoor space for each animal to turn in a complete circle without any impediments and being able to extend his or her limbs.

Town shall mean the lands within the municipal boundaries of the Town of Hyde Park.

ARTICLE II DEFINITIONS

Continued

Town Clerk shall mean the elected Clerk for the Town of Hyde Park.

Wolf-hybrid shall mean those animals defined by 20 V.S.A., Chapter 193, Section 3541, as follows: an animal which is the progeny or descendant of a domestic dog (*Canis familiaris*) and a wolf (*Canis lupus* or *Canis rufus*). A Wolf-hybrid also means an animal which is advertised, registered, licensed or otherwise described or represented as a wolf-hybrid by its owner, or an animal which exhibits primary physical and behavioral wolf characteristics.

ARTICLE III APPLICABILITY OF ORDINANCE

- A. This Ordinance applies to all domestic pets and domestic animals found or kept within the Town of Hyde Park and the owners and keepers of those domestic pets and domestic animals.
- B. The owner or keeper of a domestic pet, domestic animal, or wolf-hybrid shall not allow such animal to become or remain a public nuisance as herein defined, or to be kept in violation of this Ordinance.
- C. Any domestic pet, domestic animal, or wolf-hybrid allowed to become or remain a public nuisance or kept in violation of this Ordinance as herein defined shall be in violation of the Ordinance and is subject to the provisions of this Ordinance.
- D. Nothing in this Ordinance shall be construed to restrict accepted agricultural practices or the use of hunting dogs when under the control of their owner and while assisting their keeper or owner.
- E. Nothing in this Ordinance shall be construed to restrict or prohibit service animals on public lands, town cemeteries or other areas when assisting their keeper or owner.

ARTICLE IV LICENSING, KEEPING, AND IMMUNIZATION OF DOGS AND WOLF-HYBRIDS

- A. License Required: Annually on or before April 1st, it shall be the duty of every person within the Town owning a dog more than six months old to: (1) procure a license therefore in accordance with Chapter 193, Title 20 of the Vermont Statutes, (2) to cause the dog to wear a collar, and (3) to attach to the collar a current license tag.
- B. License Fee: The Town may charge a fee for dog licenses, as authorized by Chapter 193, Title 20 of the Vermont Statutes.
- C. Inoculation Against Rabies Required: The dog shall be inoculated against rabies as required in Chapter 193, Title 20 of the Vermont Statutes.
- D. License for Breeding: The owner or keeper of domestic pets kept for breeding purposes may take out annually, on or before April 1, a special license for the domestic pets or wolf-hybrids, as authorized by 20 V.S.A., Section 3583.

ARTICLE IV

LICENSING, KEEPING, AND IMMUNIZATION OF DOGS AND WOLF-HYBRIDS

Continued

- E. **Pet Dealer Permit Required:** A person who sells or exchanges or who offers to sell or exchange cats, dogs, or wolf-hybrids, or any combination thereof, from three or more litters of cats, dogs, or wolf-hybrids in any 12-month period must apply to the Town Clerk for a pet dealer permit, as authorized by 20 V.S.A., Section 3681. A zoning permit may also be required to conduct such activities.
- F. **Wolf-hybrid Enclosure Required:** Except when in a cage or on a leash and not causing a danger or nuisance, a wolf-hybrid shall be confined within a proper enclosure consisting of:
 - 1. A locked fence or structure of sufficient height and sufficient depth into the ground to prevent the entry of young children and to prevent the animal from escaping. Fencing shall at a minimum consist of an 8' high chain link fence with a 2' overhang and a chain link, concrete apron, or asphalt apron to prevent digging out and a catch pen to avoid escape and ease of veterinary care; or
 - 2. A humane shelter as recommended by a veterinarian for wolf-hybrids which may not meet the Sufficient Housing definition of this Ordinance.

ARTICLE V

ENFORCEMENT OFFICERS AND IMPOUNDMENT LOCATIONS

- A. Enforcement Officers shall investigate complaints of violation and enforce the provisions of this Ordinance.
- C. The Selectboard shall designate the names of persons and their locations to receive domestic pets, domestic animals, and wolf-hybrids for impoundment under the terms of this Ordinance.

ARTICLE VI VIOLATIONS

A. Animals. A domestic pet or domestic animal is hereby declared to be a public nuisance in violation of this Ordinance, in one or more of the following situations:

1. The dog has not been inoculated against rabies as required in 20 V.S.A. Chapter 193;
2. The dog has not been licensed in accordance with 20 V.S.A. Chapter 193;
3. The dog is not wearing a collar with its current license tag attached to the collar in accordance with 20 V.S.A. Chapter 193;
4. The domestic pet (except domestic cat), domestic animal, or wolf-hybrid is running at large;
5. The domestic pet, domestic animal, or wolf-hybrid is causing damage to the property of anyone other than its owner, by:
 - a) Turning over garbage containers; or
 - b) Doing damage to gardens, flowers, shrubs or vegetables; or
 - c) Injuring or worrying people, domestic pets, or domestic animals.
7. The dog has defecated on private property other than that of its owner onto which the dog has not been invited or on Public Roads or public property (including parking areas, lawns, flower beds, parks, and sidewalks) and the dog owner does not remove the resulting material immediately and dispose of it in a sanitary manner;
8. The domestic pet (except domestic cat), while running at large, is chasing and/or snapping at pedestrians, joggers or runners, pets walked on a leash, bicyclists, vehicles, or riders on horseback;
9. The domestic pet or domestic animal is barking, whining, calling, or howling for a continuous period of 20 minutes or more. This regulation shall not apply to domestic pets, domestic animals, or wolf-hybrids in a kennel which kennel has received a zoning permit under the Town Zoning Regulations.
10. The wolf-hybrid is not:
 1. Confined within a proper enclosure; or
 2. In a cage; or
 3. On a leash.

B. Person. A person shall be in violation of this Ordinance in any of the following situations:

1. Keeping or maintaining a domestic pet, domestic animal, or wolf-hybrid without sufficient food and clean water, sufficient housing, or sufficient space;
2. Keeping or maintaining a domestic pet, domestic animal, or wolf-hybrid contrary to the conditions of a lawful order issued by the Selectboard under this Ordinance;
3. Failure to obtain a pet dealers license, as required by Article IV, E.

**ARTICLE VII
ENFORCEMENT**

- A. The violation of this ordinance shall be a civil matter which may be enforced in the Vermont Judicial Bureau or in Lamoille County Superior Court, at the election of the Selectboard.
- B. Violations enforced in the Judicial Bureau shall be in accordance with the provisions of 24 V.S.A. §§ 1974a and 1977 et seq. For purposes of enforcement in the Judicial Bureau, any Enforcement Officer shall have authority to issue tickets and represent the Town at any hearing.
- C. Violations enforced in the Superior Court shall be in accordance with the Vermont Rules of Civil Procedure. The Town may pursue all appropriate injunctive relief.
- D. When warranted by the circumstances, and before enforcing a violation in the Judicial Bureau or Superior Court, an Enforcement Officer may issue a verbal or written warning to the owner. Such warning may include a requirement to take corrective action within a prescribed period of time.

**ARTICLE VIII
PENALTIES**

A. Fines.

An Enforcement Officer is authorized to recover civil penalties in the following amounts for each violation:

- a. First offense \$ 50.00
- b. Second offense \$ 75.00
- c. Third offense \$100.00
- d. Fourth offense \$150.00
- e. Fifth and subsequent Offenses \$200.00

B. Waiver Fees.

An Enforcement Officer is authorized to recover a waiver fee, in lieu of a civil penalty, in the following amount, for any person who declines to contest a municipal complaint and pays the waiver fee below:

- a. First Offense \$ 25.00
- b. Second Offense \$ 37.00
- c. Third Offense \$ 50.00
- d. Fourth Offense \$ 75.00
- e. Fifth and Subsequent Offenses \$100.00

- C. Sequence of Events, Multiple Violations. For purposes of determining the sequence of offenses, second, third, fourth, and fifth offenses shall be those that occur within the 12-month period of the anniversary day of the first offense. Each day in which any violation continues or occurs shall be deemed a separate offense. For purposes of calculating the sequence of offenses, offenses shall be counted against the owner rather than the animal and violations involving multiple animals shall be considered multiple violations.

**ARTICLE VIII
PENALTIES**

Continued

- D. **Additional Fees and Costs.** In addition to the waiver or the penalty fees that may be imposed, the Owner is responsible for all impoundment fees and impoundment costs, and any costs for any remedial action as required by the provisions of this Ordinance and/or any duly-adopted order of the Selectboard.

- C. **Liability for Loss by the Town Due to Violation:** Any Person violating any of the provisions of this Ordinance shall become liable to the Town for any expense, loss, or damage occasioned by the Town, including reasonable legal expenses, by reason of such offense.

- D. **Actions to Prevent, Restrain or Abate Violation:** Notwithstanding any of the foregoing provisions, the Town may institute any appropriate action authorized by law, including injunction or other proceeding, to prevent, restrain, or abate any violation hereof, and in the case of emergency situations when, in the Town's determination, violations of the provision of the Ordinance may cause damage to human life or public property, the Town shall have the power to take whatever action is necessary to correct such violations.

- E. **Board of Health and Health Officer:** Nothing in this Ordinance shall be construed to prevent the Local Board of Health or Health Officer from carrying out their duties as prescribed in 18 V.S.A. Chapter 11.

**ARTICLE IX
CONFINEMENT AND IMPOUNDMENT**

- A. **Grounds for Impoundment.** An Enforcement Officer is authorized to confine or impound any domestic pet, domestic animal, or wolf-hybrid which is:
 - 1. determined to be a "potentially vicious dog," which presents an imminent danger to people or other animals;
 - 2. has reportedly bitten a person on or off the premises of its owner;
 - 3. is in violation of State licensing law;
 - 4. is suspected of having been exposed to rabies;
 - 5. is believed to have been attacked by another animal which may be rabid;
 - 6. has been attacked by a wild animal;
 - 7. has an unknown rabies vaccination history; or
 - 8. is running at large.

**ARTICLE IX
CONFINEMENT AND IMPOUNDMENT**

Continued

- B. Notification of Impoundment. In the event that a domestic pet, including puppies less than 6 months old, or a domestic animal is confined or impounded, the owner, if known, shall be notified within 24 hours. Notification may be accomplished by in-person communication, by telephone call, or by written statement sent to the last known address of the owner. If the owner is not known, notification shall be posted in the Town Clerk's Office, once on the Front Porch Forum email list serve, and two other public posting places in the Town; all postings at public places remaining for seven (7) continuous days. (20 V.S.A. § 3621 and 20 V.S.A. § 3806). Instead of holding at the Town's kennel facility, the Enforcement Officer may allow an animal shelter or adoption agency to take the animal for holding at their facility but not sooner than 24 hours from impoundment. The Enforcement Officer shall retain control of the confined or impounded animal whether at the kennel, shelter or agency during the entire 7 continuous days provided for notice to locate the owner. Following the seven-day posting, an unclaimed animal may be formally released, in writing, to a shelter or agency for adoption.
- C. Humane Disposal. A domestic pet or domestic animal may be humanely destroyed as allowed by State law and in the following circumstances:
1. When an Enforcement Officer reasonably suspects that a confined or impounded domestic pet, domestic animal, or wolf-hybrid has been exposed to rabies or has been attacked by a rabid animal; or
 2. When the owner of the domestic pet, domestic animal, or wolf-hybrid that has been impounded is unclaimed within 10 days of the notification of the owner.

If the unclaimed domestic pet, domestic animal, or wolf-hybrid has been disposed of, the owner shall be liable for all costs incurred by the Town.

**ARTICLE IX
CONFINEMENT AND IMPOUNDMENT**

Continued

- D. Release from Impoundment. No confined or impounded domestic pet or domestic animal shall be released until all of the following criteria have been met:
1. all necessary licenses and vaccinations are obtained;
 2. all fees associated with the impoundment are paid in full by the owner;
 3. the final disposition of a hearing on a vicious dog or potentially vicious dog, if applicable; and
 4. all necessary remedial action that has been ordered is taken by the owner. Remedial action shall include, but is not limited to, such actions as providing a collar and current license, and verification of certification of current vaccination against rabies.
- E. Forfeiture. If the owner of an animal impounded under the provisions of this Ordinance refuses to take the remedial action necessary to secure the animal's release within ten (10) days following notice of impoundment or gives notice either personally, by telephone call, or in writing to the Town of forfeiture of ownership before that time, the animal may be placed in an adoptive home, transferred to a humane society or rescue organization, or if the Town is unable to transfer the animal, it may be humanely destroyed. The owner of an animal that is transferred or humanely destroyed is responsible for all costs for the duration of its impoundment and any expenses associated with its transfer or humane disposal.
- F. Exception when rabies suspected. The procedures provided in this section shall only apply if the animal is not a rabies suspect. If an Enforcement Officer determines that the animal is a rabies suspect, the Selectboard shall immediately notify the Town Health Officer who shall proceed in accordance with the rules of the Vermont Department of Health.

**ARTICLE X
INVESTIGATION OF A DOMESTIC PET OR WOLF-HYBRID
WHICH HAS BITTEN A PERSON**

When a domestic pet or wolf-hybrid has bitten a person while the domestic pet or wolf-hybrid is on or off the premises of its owner or keeper, and the person bitten requires medical attention for the attack, investigation by an Enforcement Officer shall be done in accordance with the following procedures, pursuant to 20 V.S.A., Section 3546, as follows:

- A. When a domestic pet or wolf-hybrid has bitten a person while the domestic pet or wolf-hybrid is on or off the premises of the owner or keeper, and the person bitten requires medical attention for the attack, such person may file a written complaint with the Selectboard. The complaint shall contain the time, date and place where the attack occurred, the name and address of the victim or victims, and any other facts that may assist the Selectboard in conducting its investigation required by Section B below.
- B. The Selectboard, within seven days from receipt of a written complaint, shall investigate the charges and hold a hearing on the matter. If the owner of the domestic pet or wolf-hybrid which is the subject of the complaint can be ascertained with due diligence, said owner shall be provided with a written notice of the time, date, and place of the hearing and a copy of the complaint.

**ARTICLE X
INVESTIGATION OF A DOMESTIC PET OR WOLF-HYBRID
WHICH HAS BITTEN A PERSON**

Continued

- C. If the domestic pet or wolf-hybrid is found to have bitten the victim without provocation, the Selectboard shall make such order for the protection of persons as the facts and circumstances of the case may require, including, without limitation, that the domestic pet or wolf-hybrid is disposed of in a humane way, muzzled, chained, or confined. The order shall be sent by certified mail, return receipt requested. The Selectboard may seek enforcement in Superior Court against a person who, after receiving notice, fails to comply with the terms of the order.
- D. The procedures in this section shall only apply if the domestic pet or wolf-hybrid is not a rabies suspect. A current rabies certificate shall mean that the animal is not a rabies suspect, unless a member of the Selectboard or an Enforcement Officer determines that the animal is a rabies suspect based upon physical evidence or observation of the animal. If the animal is determined to be a rabies suspect, the provisions of Article XII, Management of Biting Animals, Animals Exposed to Rabies or Suspected of Being Infected & Impoundment of this Ordinance shall apply.

**ARTICLE XI
POTENTIALLY VICIOUS DOGS**

A person claiming a dog is a "potentially vicious dog" may file a written complaint with the Selectboard. The complaint shall contain the time, date and place where the alleged behavior occurred, an identification of the domestic pet or animal threatened or attacked, the name and address of any victim or victims, and any other facts that may assist the Selectboard in conducting its hearing. Upon receipt of a "potentially vicious dog" complaint the Selectboard shall proceed as described under Article X (regarding bites that require medical attention) with the exception that if the Selectboard determines that the behavior classifies the dog as "potentially vicious" the Selectboard may order any protective measures be taken absent the dog being humanely destroyed.

**ARTICLE XII
MANAGEMENT OF BITING ANIMALS, ANIMALS EXPOSED
TO RABIES OR SUSPECTED OF BEING INFECTED & IMPOUNDMENT**

- A. Application. The procedures provided in this Article shall apply to an animal that has bitten a human or has been exposed or potentially exposed to rabies.
- B. Procedure. If an Enforcement Officer determines that an animal is a rabies suspect, the Selectboard shall immediately notify the Town Health Officer who shall proceed in accordance with the rules of the Vermont Department of Health. Domestic pets, and domestic animals which have bitten a person, or have been exposed to rabies or are suspected of being infected with rabies shall be managed by the Health Officer or Deputy Health Officer in accordance with 20 V.S.A. 3801 and related Rules adopted by the Vermont Department of Health. Animals without current rabies certificates shall be deemed to be suspected of being infected with rabies.

**ARTICLE XII
MANAGEMENT OF BITING ANIMALS, ANIMALS EXPOSED TO RABIES OR
SUSPECTED OF BEING INFECTED & IMPOUNDMENT**

Continued

- C. Costs. All costs associated with the impoundment and management of the biting animal, rabies suspect animal, or rabies exposed animal shall be borne by the animal owner. If no owner is found, then the Town shall be responsible for the costs, and if at a later date, the owner is found, then those costs plus interest shall be the responsibility of the owner and reimbursed to the Town upon receipt of an invoice from the Town Treasurer.

**ARTICLE XIII
SEVERABILITY, AMENDMENTS**

If any portion of this Ordinance is held unconstitutional or invalid by a court of competent jurisdiction, the remainder of this Ordinance shall not be affected.

**ARTICLE XIV
EFFECTIVE DATE**

This Ordinance shall become effective 60 days after its adoption by the Selectboard, unless a petition is filed under 24 V.S.A. § 1973, in which case that statute shall govern the taking effect of this Ordinance.

Adopted this 13th day of November, 2017

BY HYDE PARK SELECTBOARD

ss/ Lucy Hankinson, Co-Chair

ss/ Susan Bartlett

ss/ Roland Boivin

ss/ Roger Audet

NEWS & CITIZEN CLASSIFIEDS

PETS/ANIMALS

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PROFESSIONAL CLEANERS AVAILABLE for private-home & rental cleaning. Call Kim Huthford 802-224-6714.

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TOWN OF EDEN NOTICE OF VACANCIES

The Eden Selectboard is seeking interested candidates to fill two (2) positions for Dog Officer.

Interested parties should send a letter of interest to:
Eden Town Office
71 Old Schoolhouse Road
Eden Mills, VT. 05652
Or call for more information at 802-635-2528.

Eden is an equal opportunity employer.

NOTICE OF ORDINANCE ADOPTION TOWN OF HYDE PARK, VT ANIMAL CONTROL ORDINANCE

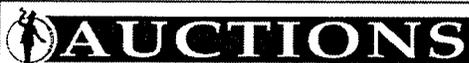
On November 13, 2017, the Hyde Park Selectboard adopted the Hyde Park Animal Control Ordinance regulating the keeping, raising and of dogs, wolf-hybrid and other animals within Hyde Park, including the areas within the Village of Hyde Park. The ordinance requires dog owners to remove fecal matter from public property or another's private property, prohibits continuous barking more than 20 minutes, requires owners to provide sufficient housing and space, sets first offense fine at \$50.00 and requires the town to retain control of lost dogs for at least 7 days, before seeking an adoptive home.

Citizens' right to petition for a vote on the ordinance is provided in 24 VSA 1973, which states, in part, that an ordinance or rule adopted by a municipality may be disapproved by a vote of a majority of the qualified voters of the municipality voting on the question at an annual or special meeting duly warned for the purpose, pursuant to a petition signed and submitted in accordance with subsection (b) of this section. Subsection (b) states that a petition for a vote on the question of disapproving an ordinance or rule shall be signed by not less than five percent of the qualified voters of the municipality, and presented to the legislative body or the clerk of the municipality within 44 days following the date of adoption of the ordinance or rule by the legislative body.

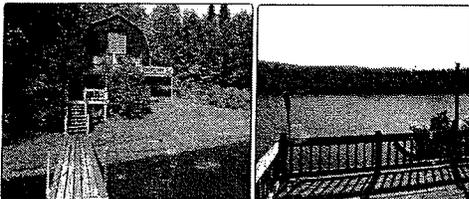
The full text of the ordinance may be examined at the Hyde Park Town Clerk's Office, 344 Route 15 West, Hyde Park, VT, or www.hydeparkvt.com under Warnings & Notices. Questions and comments: Town Administrator at 802-888-2300 or ron@hydeparkvt.com.

Ron Rodjenski
11/23/2017

AUCTION MARKETPLACE



AUCTIONS
Foreclosure: 3BR Lake Eden Home on 1± Acre
For the Estate of Harold Holmes
Thursday, November 30 @ 11AM
544 Peninsula Dr., Eden, VT



Enjoy the beauty of Vermont from your deck and walk down to your dock on picturesque Lake Eden. 3BR, 1BA 2-story home has 1,156± square feet with a walk-out basement, cathedral ceilings, and generator on a 1± acre parcel. Year-round lake living or a vacation home can be yours!

ADVANCE NOTICE:

300+ Firearms and Sporting Related Items Online and Onsite Sunday, December 17 @ 10AM
131 Dorset Lane, Williston, VT



Quality Consignments Being Accepted!

Revolvers: Smith & Wesson incl. 29-10 Anniversary Issue, .44 Mag; 29-2 w/ presentation case and Numerous Collectible Pocket Revolvers: **Handguns:** Ruger; Essex Arms; Beretta; Smith & Wesson Semi Autos & **More Long Guns:** Winchester; TRW; Ruger; Savage Fox; Remington; Stevens Favorite, 32 Long Rim; Several Early Marlin Lever Guns; Military Long Arms, Custom C.O. Audette Bolt Action; Side by Side Shotguns & MORE!
Other: Antique Old Town Canoe; Haulmark 14' Tandem Trailer; Boats; Ammo; Reloading Equip.; Optics; Tree Stands; Outer Wear; Tackle; Archery Equip. & MORE!

All sales subject to current federal regulations. FFL or NICS check required for all modern and C&R firearms. Other Terms at Sale.

Thomas Hirschak Company • THCAuction.com • 802-888-4662

"BUY MORE. SAVE MORE." WITH OUR SERVICE DIRECTORY. CALL 802-253-2101

PUBLIC NOTICE OF SALE PACK & PARK SELF STORAGE ROUTE 100 S, MORRISVILLE, VT 802.888.5889

Notice is hereby given that the contents of the storage units listed below will be sold on or after the corresponding dates

This is an attempt to collect unpaid storage fees.

- E11 CHRISTINA ROSS – DECEMBER 2ND, 2017
- C23 ERIN MICHELSON – DECEMBER 3RD, 2017

ELMORE-MORRISTOWN UNIFIED UNION BOARD OF SCHOOL DIRECTORS SPECIAL BOARD MEETING NOVEMBER 29, 2017 6:00PM – STOWE ELEMENTARY SCHOOL

***DRAFT AGENDA**

- CALL TO ORDER
- ADJUST/REVIEW AGENDA
- PUBLIC COMMENT
The Public Comment section of the meeting is an opportunity for members of the community to address issues of concern about policy, budget, or administrative matters or share ideas about how we can work together to improve our schools. We value your input and respect divergent views; we only ask that you limit your remarks to time limits prescribed by the chair and refrain from airing grievances with individual members of the school community. Thank you.
- REPORTS OF ADMINISTRATION
- REPORTS OF BOARD MEMBERS
- SIGN SALARY AND NON-SALARY ORDERS
- OLD BUSINESS
1. Act 46 Self-Evaluation
- NEW BUSINESS
- ANY OTHER BUSINESS TO COME BEFORE THE MEETING
- COMMUNICATIONS
- EXECUTIVE SESSION**
- ADJOURNMENT

*Final agenda will be posted 48 hours in advance of meeting at lanfillsoutsu.org.
**From time to time, the Board may, if needed, hold executive session in accordance with Open Meeting Law.

NOTICE OF TAX SALE

The resident and non-resident owners, lien holders and mortgagees of lands and personal property in the Town of Morrisville in the County of Lamoille and State of Vermont are hereby notified that taxes assessed by said Town for the 2016/2017 tax year remain, in whole or in part, unpaid on the following lands, equipment and mobile homes in said town to wit:

- Mobile home owned by Lloyd Burnor and Barbara Burnor. Titan Model: 465, Year: 1985, Serial: 1165, Size: 14' x 70', Color: Driftwood
- Being all and the same lands and premises as were conveyed by the Association to Boost Lamoille Enterprises, Inc. to Decart Properties by Warranty Deed dated December 20, 1979 of record in Book 73 Pages 569 to 571 Morrisville Land Records. Also all and the same lands and premises as were conveyed by the Association to Boost Lamoille Enterprises, Inc. to Decart Properties by Warranty Deed dated December 20, 1979 of record in Book 73, Pages 572 to 574 Morrisville Land Records.
- Mobile Home owned by Charles Hess, Jr. or Michael Kelley. Commodore Model: Sandipour, Year: 1989, Serial: C019441A, Size: 14' x 80', Color: Blue
- Being all and the same lands and premises as were conveyed by Richard Sturdivant to Stephen Edward Kende by Warranty Deed dated December 15, 2004 of record in Book 135, Page 398 Morrisville Land Records. Also all and the same lands and premises conveyed by Abigail Kende to Stephen A. Kende by Quitclaim Deed dated July 7, 2006 of record in Book 140, Page 771 Morrisville Land Records.
- Mobile Home owned by Dennis Langford, Sr and Dennis Langford, Jr. Champion Model: Titan, Year: 1988, Serial: 9065, Size: 14' x 70', Color: Blue
- Being all and the same lands and premises as were conveyed by Allen Russell to John M. Languegard, Jr. by Warranty Deed dated September 2, 2004 of record in Book 134, Page 421 Morrisville Land Records.
- Being all and the same lands and premises as were conveyed by R. D. Schiller, LLC to Alyssa McKown by Quitclaim Deed dated January 22, 2017 of record in Book 234, Pages 206 and 207 Morrisville Land Records.
- Mobile home owned by Kelly Miller 1980 Liberty 14' x 72'
- Mobile home owned by Meagan Miller Princess Size 12' x 50', Year: 1968, Serial: 6152, Color Green/White
- Mobile home Skyline Hampshire 1986 Serial 2214-0791V Size: 14' x 70 Color: White owned by the Estate of Raymond Miller
- Being all and the same lands and premises as were conveyed by Andre Valcour to Dennis Morin and Anita Morin by Special Warranty Deed dated July 13, 2010 of record in Book 151 Pages 337 and 338 Morrisville Land Records.
- Being all and the same lands and premises as were conveyed by Ellen S. Simon to Nancy Ellen Simon Palmer by Quitclaim Deed dated April 22, 2005 of record in Book 136, Page 457 Morrisville Land Records.
- Being all and the same lands and premises as were conveyed by Lester R. Small and Madonna Lee Small to Lester F. Small and Miranda Small by Quitclaim Deed dated March 21, 2007 of record in Book 142, Page 641 Morrisville Land Records.
- Mobile home owned by Craig Smith Doublewide 28' x 58': Year 1995

And Pursuant to 32 V.S.A. Section 5254, so much of such lands and equipment will be sold at public auction at the Morrisville Town Clerk's Office, a public place at 43 Portland Street, Morrisville, Vermont 05661, on the 12th day of December 2017 at 10 o'clock in the forenoon, local time, as shall be required to discharge such taxes with costs and fees unless previously paid.

Dated at Morrisville, Vermont this 1st day of November 2017.

Sara Haskins
Collector of delinquent taxes
Town of Morrisville

