

Louisville Metro Government



Meeting Agenda – Final

Thursday, September 28, 2023

6:00 PM

THIS MEETING IS BEING HELD VIA VIDEO TELECONFERENCE
Council Chambers/Virtual

Metro Council

*Tammy Hawkins (D-1), Barbara Shanklin (D-2), Kumar Rashad (D-3),
Jecorey Arthur (D-4), Donna L. Purvis (D-5), Phillip T. Baker (D-6), Paula McCraney
(D-7),*

*Ben Reno-Weber (D-8), Andrew Owen (D-9), Pat Mulvihill (D-10),
Kevin Kramer (R-11), Rick Blackwell (D-12), Dan Seum (R-13), Cindi Fowler (D-14),
Jennifer Chappell (D-15), Scott Reed (R-16), Markus Winkler (D-17),
Marilyn Parker (D-18), Anthony Piagentini (R-19), Stuart Benson (R-20), Betsy
Ruhe(D-21),*

*Robin Engel (R-22), Jeff Hudson(R-23), Madonna Flood (D-24), Khalil Batshon (R-
25), Brent Ackerson (D-26)*

President: Markus Winkler (D-17)

President Pro Tem: Paula McCraney (D-7)

28. O-193-23 AN ORDINANCE AMENDING THE LOUISVILLE METRO CODE OF ORDINANCES CHAPTER 91 PROHIBITING THE SALE OF DOGS AND CATS BY RETAIL PET STORES (AMENDMENT BY SUBSTITUTION).

Enactment #: Ordinance No. 138, Series 2023

Sponsors:

ORDINANCE NO. _____, SERIES 2023

AN ORDINANCE AMENDING THE LOUISVILLE METRO CODE OF ORDINANCES CHAPTER 91 PROHIBITING THE SALE OF DOGS AND CATS BY RETAIL PET STORES (AMENDMENT BY SUBSTITUTION).

**SPONSORED BY: COUNCIL MEMBERS STUART BENSON
AND ANDREW OWEN**

WHEREAS, current federal, state, and local regulations do not properly address the sale of puppy and kitten mill dogs and cats in and out of pet stores;

WHEREAS, most puppies and kittens sold in pet stores come from large-scale, commercial breeding facilities where the health and welfare of the animals are disregarded in order to maximize profits (“puppy mills” and “kitten mills,” respectively). According to The Humane Society of the United States, an estimated 10,000 puppy mills produce more than 2,400,000 puppies per year in the United States, and most pet store dogs and cats come from puppy mills and kitten mills;

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 adequate exercise and enrichment; and lack of sanitation;

WHEREAS, pet store puppies are often sick and have behavioral problems because of the substandard conditions they were born into, including: being taken from their mothers at a very young age; being transported in trucks filled with other young puppies; and being placed in a pet store cage with or near other puppies who are often sick;

WHEREAS, pet stores often mislead consumers as to where the puppies in the stores came from and make false health and behavior guarantees. Many consumers end

up paying hundreds or thousands of dollars in veterinary bills and suffer the heartbreak of having their new pet suffer, and in some cases pass away;

WHEREAS, according to the U.S. Centers for Disease Control and Prevention, pet store puppies pose a health risk to consumers, as over one hundred Americans have contracted an antibiotic-resistant *Campylobacter* infection from contact with pet store puppies;

WHEREAS, current federal and state regulations do not adequately address the animal welfare and consumer protection problems that the pet store sale of dogs and cats from puppy and kitten mills pose, and federal oversight of the commercial breeding industry is severely lacking;

WHEREAS, prohibiting pet stores from selling and outdoor public venues dogs and cats is likely to decrease the local demand for these animals that are bred in mills, and decrease the burden that those dogs and cats that end up in animal shelters place on local agencies and taxpayers;

WHEREAS, the vast majority of pet stores, both large chains and small, family-owned shops, already do not sell dogs and cats but rather profit from selling products, offering services, and in some cases, collaborating with local animal shelters and rescues to host adoption events;

WHEREAS, this Ordinance will not affect a consumer's ability to obtain a dog or cat of his or her choice from an animal rescue, shelter, or breeder who sells directly to the public; and

WHEREAS, the Louisville Metro Council believes it is in the best interest of the community to adopt reasonable regulations to reduce costs to the community and its

residents, protect citizens who may purchase dogs or cats from a pet store, help prevent inhumane breeding conditions, promote community awareness of animal welfare, and foster a more humane environment in Louisville Metro.

NOW, THEREFORE, BE IT ORDAINED BY THE LEGISLATIVE COUNCIL OF THE LOUISVILLE/JEFFERSON COUNTY METRO GOVERNMENT AS FOLLOWS:

SECTION I: The following definitions in Louisville Metro Code of Ordinances (“LMCO”) Section 91.001 are hereby amended or added as follows:

§ 91.001 DEFINITIONS.

ANIMAL DEALER. Any person engaging in the business of buying and/or selling any animal or animals, including fish, for the purpose of resale to pet shops, research facilities, another animal dealer or to another person, including the sale of any animal from any roadside stand, booth, flea market or other temporary site. (Persons buying or selling animals fit and destined for human consumption and agricultural uses as defined in this chapter are not included in this definition. Agricultural uses as defined in this chapter are not included in this definition.) ***ANIMAL DEALERS*** are also subject to the provisions of §§ 91.090 through 91.101 and § 91.123 of this chapter.

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. Any premises designated and/or operated by the Metro Government for the purpose of impounding and caring for animals seized, stray, homeless, abandoned, unwanted or surrendered animals, held under authority of this chapter.

CAT. Of the species Felis Catus, regardless of age. ~~A domestic cat four months of age or older~~

DOG. Any member of the species Canis Familiaris, regardless of age. ~~Any domestic canine four months of age or older~~

~~**PET SHOP.** Any person engaged in the business of breeding, buying, selling at retail or as a broker of animals, including fish, of any species for profit-making purposes, except farming operations that breed, buy, or sell at retail pursuant to and in conjunction with their agricultural use shall not be considered pet shops for purposes of this chapter.~~

RETAIL PET STORE means a commercial establishment that sells or offers for sale animals on its premises at retail and notwithstanding what type of license the establishment holds or whether the establishment is licensed.

SELL OR OFFER TO SALE. To display for sale or to exchange for consideration, adopt out, barter, auction, trade, lease, or otherwise transfer.

SECTION II: LMCO Sections 91.122 and 91.123 are hereby amended as follows:

§ 91.122 CLASS B KENNELS OR CATTERIES.

(A) All Class B kennels or catteries shall, in addition to the other requirements of this chapter comply with the minimum standards of this section. Failure to meet these standards shall be grounds for denial or revocation of a license pursuant to

§§ 91.020 through 91.025 of this chapter and the issuance of a citation subjecting the owner to the penalties and fines provided in § 91.999 of this chapter. Facilities shall be subject to inspection by an Animal Control Officer upon his or her request during reasonable hours.

(B) Indoors: animals which are kept primarily indoors shall be provided with wholesome food and clean water, a clean living environment free of accumulated waste and debris, comfortable temperature and ventilation, and provided veterinary care when needed. If allowed access to outdoors on a temporary basis, the outdoor area shall be kept free of waste and debris and well-drained. Such outdoor area shall comply with all restraint requirements contained in this chapter.

(C) Outdoors: animals which are kept primarily outdoors shall be provided with proper shelter, a clean living environment free of accumulated waste and debris, supplemental protection from weather extremes, and well-drained. Such outdoor area shall comply with all restraint requirements contained in this chapter.

(D) Each Class B kennel or cattery license shall apply to no more than five dogs and/or cats, four months of age or older. Any additional dogs or cats four months of age or older must be licensed individually.

~~—(E) Each purchaser of a dog, cat, puppy, or kitten shall be provided with a copy of § 91.141 by the kennel or cattery, along with a Metro Government dog/cat license application~~

§ 91.123 CLASS A KENNELS OR CATTERIES.

(A) All Class A kennels or catteries shall, in addition to the other requirements of this chapter, comply with the minimum standards of this section. Failure to meet these

standards shall be grounds for denial or revocation of a license pursuant to §§ 91.020 through 91.025 of this chapter and the issuance of a citation subjecting the owner to the penalties and fines provided in § 91.999 of this chapter. Facilities shall be subject to inspection by an Animal Control Officer upon request during reasonable hours.

(B) Each Class A kennel or cattery shall comply with the standards set forth in § 91.120 in addition to the following standards.

(C) Each dog or cat, four months of age or older, must have proof of a valid vaccination against rabies.

~~(D) Each purchaser of a dog, cat, puppy, or kitten shall be provided with a copy of § 91.141 by the kennel or cattery, along with a Metro Government dog/cat license application.~~

~~(D)~~ ~~(E)~~ Each Class A kennel or cattery license shall apply to up to five dogs or cats and shall require an additional Class A kennel or cattery license for each increment of up to five dogs or cats.

SECTION III: LMCO Section 91.124 is hereby amended as follows:

§ 91.124 ~~PET SHOPS.~~ RETAIL PET STORE.

(A) All ~~pet shops~~ retail pet stores, as defined herein, including ~~pet shops~~ retail pet stores that run in conjunction with another holding facility, shall, in addition to the other requirements of this chapter, comply with the minimum standards of this section. Failure to meet these standards shall be grounds for the issuance of a citation subjecting the owner to the penalties and fines provided in § 91.999. Facilities shall be subject to inspection by an Animal Control Officer upon his or her request during reasonable hours.

(B) There shall be available hot water at a minimum temperature of 140° F., for washing cages and disinfecting, and cold water easily accessible to all parts of the shop. Fresh water shall be available to all species at all times. Containers are to be cleaned and disinfected each day. All water containers shall be mounted so the animal cannot turn them over and be of the type that are removable for cleaning.

(C) Room temperature of the shop shall be maintained at a level that is healthful for every species of animals kept in the shop.

(D) All cages and enclosures are to be of a nonporous material for easy cleaning and disinfecting. Each cage must be of sufficient size that the animal will have room to stand, turn, and lie down in the natural position. Each cage must be cleaned and disinfected each day.

(E) All animals under three months of age are to be fed at least three times per 24 hours. All animals from three months to nine months of age are to be fed at least two times per 24 hours. All other animals must be fed at least one time per 24-hour period. Food for all animals shall be served in a clean dish so mounted that the animal cannot readily tip it over and be of the type that are removable for cleaning.

(F) Each bird must have sufficient room to sit on a perch. Perches shall be placed horizontal to each other in the same cage. Cages must be cleaned everyday, and cages must be disinfected when birds are sold or as otherwise transferred. Parrots and other large birds shall have separate cages from smaller birds.

(G) There shall be sufficient clean, dry bedding to meet needs of each individual animal.

(H) All animals must be fed and watered, and all cages cleaned every day, including Sundays and holidays.

~~(I) Each purchase of a dog, cat, puppy, kitten, or ferret shall be provided with a copy of § 91.141 by the pet shop, along with a Metro Government dog/cat license application.~~

SECTION IV: LMCO Section 91.141 is hereby amended as follows:

~~§ 91.141 PUPPIES, DOGS, KITTENS, CATS, AND FERRETS; CERTIFICATION AS UNFIT FOR PURCHASE OR ADOPTION.~~

~~(A) No pet shop, animal dealer, or other party, whether individual, organization, or establishment, shall sell or offer for adoption any puppy, dog, kitten, cat, or ferret which is unfit for purchase. The purchaser or adoptee of a puppy, dog, kitten, cat, or ferret from a pet shop, animal dealer, or other party, which suffers or dies of a disease or parasitic infection, must have these conditions or death certified by a veterinarian within 30 days of the purchase date as evidence that the animal was unfit for purchase. Any puppy, dog, kitten, cat, or ferret which suffers from any congenital or hereditary condition must be certified as unfit for purchase by a veterinarian within one year of the date of purchase.~~

~~(B) In the event that a puppy, dog, kitten, cat, or ferret is certified as unfit for purchase or adoption, and such certification is presented in writing to the pet shop, animal dealer, or other person, within 72 hours of the veterinary certification, the owner or purchaser may choose one of the following options and the pet shop, animal dealer or other party shall be obligated to fulfill the conditions of the chosen option.~~

~~(1) The owner or purchaser may return the puppy, dog, kitten, cat, or ferret for a full refund of the purchase price plus tax. Additionally, the owner or purchaser shall be entitled, up to a total amount not to exceed the full purchase price of the puppy, dog,~~

~~kitten, cat, or ferret, to any veterinary fees incurred relating to the disease, defect, or infection; veterinary fees directly related to the veterinarian's examination and certification that the puppy, dog, kitten, cat, or ferret is unfit for purchase pursuant to this section; and for veterinary fees directly related to necessary emergency services and treatment undertaken to remedy the disease, defect, or infection.~~

~~—(2) The owner or purchaser may return the puppy, dog, kitten, cat, or ferret for an exchange equal to the full purchase price plus tax. Additionally, the owner or purchaser shall be entitled, up to a total amount not to exceed the full purchase price of the puppy, dog, kitten, cat, or ferret to any veterinary fees incurred relating to the disease, defect or infection; veterinary fees directly related to the veterinarian's examination and certification that the puppy, dog, kitten, cat, or ferret is unfit for purchase pursuant to this section; and for veterinary fees directly related to necessary emergency services and treatment undertaken to remedy the disease, defect or infection.~~

~~—(3) The owner or purchaser may retain the puppy, dog, kitten, cat, or ferret and attempt to cure the disease, defect, infection, or to ameliorate the condition caused by the disease, defect, or infection. The pet shop, animal dealer, or other person shall be responsible for the cost of veterinary fees incurred related to the disease, defect, or infection for which the puppy, dog, kitten, cat, or ferret was certified as unfit, up to the full purchase price of the puppy, dog, kitten, cat, or ferret plus tax.~~

~~—(4) The owner or purchaser of a puppy, dog, kitten, cat, or ferret which dies from the disease, defect, infection or condition for which it is certified as unfit for purchase may receive a full refund of the purchase price of the puppy, dog, kitten, cat, or ferret plus tax~~

~~in addition to any veterinary fees incurred relating to the disease, defect or infection up to the full purchase price of the puppy, dog, kitten, cat, or ferret plus tax.~~

~~— (5) The pet shop, animal dealer, or other party may contest a demand for veterinary expenses, refund, or exchange made by a purchaser or owner if done so in writing within two days of the owner's or purchaser's presentment of a certificate of unfitness. In the event that the pet shop, animal dealer, or other party wishes to contest a demand for veterinary expenses, refund, or exchange made by the purchaser or owner pursuant to this section, the pet shop, animal dealer or other party shall have the right to require the consumer to produce the puppy, dog, kitten, cat, or ferret for examination by a licensed veterinarian designated by the dealer. Upon such examination, if the consumer and the seller/provider of the animal are unable to reach an agreement which constitutes one of the options set forth in subsections (B)(1) through (4) within ten business days following receipt of the animal for such examination, the consumer may initiate an action in a court of competent jurisdiction to recover or obtain such reimbursement of veterinary expenses, refund or exchange.~~

§ 91.141 SALE OF CATS AND DOGS.

(A) Notwithstanding any other provision of law, it shall be unlawful for a retail pet store, as defined in this section, to sell or offer for sale a dog or cat.

(B) It shall be unlawful for any person to offer for sale any dog or cat at or on any street, public right-of-way, parkway, median, park, recreation area, outdoor market, booth, flea markets, roadside stand, temporary site or parking lot regardless of whether such access is authorized by the owner.

(C) Nothing in this section shall be construed to prohibit the provision of space to an animal rescue organization or an animal shelter, as defined, to publicly showcase dogs or cats available for adoption; provided that the provider does not maintain an ownership interest in any of the animals offered for adoption or receive a fee for providing such space. Nor shall this section prohibit the display of dogs or cats as part of a state or county fair exhibition, 4-H program, or similar exhibitions or educational programs.

(D) Effective upon passage, all pet shops shall list, the contact information of the breeder where the animal was bred. This information shall be posted in clear view on the kennel.

SECTION V: LMCO Section 91.142 is hereby repealed.

~~§ 91.142 WAIVER.~~

~~—(A) A purchaser may sign a waiver knowingly relinquishing all of the above rights specified in § 91.141(B). The waiver must include the following language:~~

~~—“These are your rights under Chapter 91 of the Metro Government Code of Ordinances. If you purchase or adopt any puppy, dog, kitten, cat, or ferret and:~~

~~—(1) Within 30 days after such purchase, the animal is certified by a veterinarian as having been unfit for purchase or adoption because it suffers from, or dies as a result of, a disease or parasitic condition; or~~

~~—(2) Within one year of the date of purchase, the animal is certified by a veterinarian as suffering any congenital or hereditary condition;~~

~~—Then you have the right to return the animal to the seller within 72 hours of the veterinary certification and receive a full refund or exchange of equal value, or you may keep the animal and attempt to cure the condition. You may also recover certain qualified~~

veterinary fees up to the purchase price of the animal. If you sign this waiver, you will lose these rights."

~~—(B) The waiver must be in bold print and signed by the buyer. If such a waiver is signed by the buyer, the pet shop, dealer, or other person may offer his or her own warranty, or sell the puppy, dog, kitten, cat, or ferret "as is."~~

~~—(C) In addition to the other requirements of this section, the owner of each dog, puppy, cat, kitten, or ferret which is placed for sale, adoption or placement shall maintain a record which documents the origin of the animal. This record shall contain the name, address, and telephone number of the kennel/cattery and its owner, or the individual which produced the animal. In the case of adoption from a licensed animal welfare group or government-operated shelter, the record must indicate if the animal was a stray, where it was picked up, and by whom, and if previously owned, the name and address. This record shall be available to MAS.~~

~~—(D) The document shall also contain, other than if being adopted from a shelter, if the animal originates from:~~

~~—(1) Jefferson County, the animal dealer, pet shop, kennel or cattery license number, or the individual dog, cat, or ferret license number of the female that produced the litter or individual animal.~~

~~—(2) Kentucky (outside Jefferson County), the state kennel license or individual dog license number(s), and the United States Department of Agriculture (USDA) animal dealer license number (if applicable) of the owner that produced the litter or individual animal, dog, cat, or ferret.~~

~~—(3) Outside Kentucky, the USDA animal dealer license number (if applicable) of the owner that produced the litter or individual animal.~~

~~—(E) All advertisements for the sale, adoption, or placement of these animals within Jefferson County must contain the owners, animal dealer, pet shop, kennel or cattery license number, and/or their individual dog, cat, or ferret or multiple cat household license number.~~

SECTION VI: LMCO Section 91.999 is hereby amended as follows:

§ 91.999 PENALTY.

B) *Civil penalty.*

(1) Any person cited for a civil offense under this chapter may be subject to a civil penalty. Any person cited pursuant to this subsection may pay the minimum civil penalty within seven days from the date of issuance or request a hearing of such penalty by the Code Enforcement Board (“Board”) in accordance with §§ 32.275 et seq. If the person fails to respond to the citation within seven days as referenced above, the person shall be deemed to have waived the right to a hearing.

(2) Any person cited for a civil offense under this chapter, unless otherwise specified, shall be subject to a penalty of not less than \$150 nor more than \$1,000. Penalties for each subsequent offense shall be cumulated as multiples of the number of previous offenses.

(3) (a) Any person, firm, or corporation cited for a civil offense under § 91.141 shall be subject to a penalty of not less than \$500 for a first offense, \$1000 for a second offense and \$2500 for any subsequent offenses.

(b) In addition to the penalties provided for in § 91.999(B)(3)(a), the Director is authorized to enforce the provisions of this Chapter through declaratory, injunctive and other civil actions filed in any court of competent jurisdiction.

~~(3)~~ (4) Notwithstanding any other provision of subsection (B) under this chapter, no violation shall constitute a civil offense, if the same conduct regulated by this chapter also constitutes a criminal offense under any provision of the Kentucky Revised Statutes.

~~(4)~~ (5) The Director may waive or reduce any civil penalty set forth in this subsection (B) due to financial hardship or on the basis of income level, as the case may be, and/or (1) if the violator attends and satisfactorily completes an education or training course established under § 91.060, and/or (2) if the dog or cat is spayed or neutered, at the expense of the owner, as prescribed by the Director of Metro Animal Service.

SECTION VII: LMCO Chapter 91, Appendix A, is hereby amended as follows:

APPENDIX A: METRO ANIMAL SERVICES FEE SCHEDULE

<i>Type of License</i>	<i>Annual Fee</i>
Altered dog, cat or ferret license	\$10.00 (or \$27.00/3yrs, only when matched to triennial rabies vaccine)
Unaltered dog, cat or ferret license	\$60.00
Transfer of pet license mid-year	\$5.00
Potentially dangerous dog license	\$275.00
Dangerous dog license	\$500.00
Boarding kennel or cattery	0 - 5 runs and/or cages capacity; \$30.00
	6 - 25 runs and/or cages capacity; \$60.00
	26 - 50 runs and/or cages capacity; \$90.00
	51 - 75 runs and/or cages capacity; \$120.00
	76 - 100 runs and/or cages capacity; \$150.00
	101 + runs and/or cages capacity; \$180.00
Class A kennel or cattery	\$150.00 for 5 animals or less
Class B kennel or cattery	\$100.00 for 5 animals or less
Class C kennel	\$100.00

Multiple pet license	\$9.00 per animal up to 4 animals; \$8.00 per animal for 5 or more animals
Altered dog, cat or ferret belonging to a senior citizen (owner 65 years or older, two dogs, cats or ferrets per household)	1/2 of the normal dog, cat or ferret license fee, as set forth above
Pet shop Retail pet shop	\$125.00
Pet shop (selling dogs, cats or ferrets)	\$300.00
Animal dealer (not selling dogs, cats or ferrets)	\$125.00
Animal dealer (selling dogs, cats or ferrets)	\$300.00
Circus	\$125.00
Circus with elephant rides	\$200.00
Theatrical exhibition	\$125.00
Riding or boarding stable	\$125.00

Type of License	Annual Fee
Animal drawn vehicle (one license per company)	\$125.00
Wildlife permit	\$125.00
Swine permit	\$10.00
Animal rescue organization and humane organizations	\$10.00
Miscellaneous	Fee
Late fee when license is more than 30 days overdue	\$15.00 plus 15% of the license fee per annum overdue
Small trap deposit	\$50.00
Large trap deposit	\$200.00
Trailer and corral charge	\$50.00 per trailer or corral used
Postage and handling for mail-in applications	\$0.50
Bark collar deposit	\$75.00
Bark collar usage	\$15.00
Microchip	\$25.00
Redemptions and Boarding	Fee*
Licensed domestic pets	\$15.00 plus \$10.00 per day
Unlicensed domestic pets	\$30.00 plus \$10.00 per day
Quarantine domestic pets	\$40.00 plus \$15.00 per day
Quarantine dangerous or potentially dangerous dog	\$100.00 plus \$25.00 per day
Impoundment	\$25.00
Livestock-large animals	\$50.00 plus \$15.00 per day
Livestock-small animals	\$10.00 plus \$5.00 per day
Incurred surgical, medical, diagnosis and veterinary treatment expenses must be added to redemption and boarding fees as determined by Metro Animal Services	

<i>Surgical, Medical and Veterinary Treatment</i>	
Vaccination (may be a voucher)	
(DHPP, FVRCP)	\$20.00 each
(Rabies)	\$8.00
(Bordetella)	\$10.00
Parasitic examination and/or treatment (may be a voucher)	\$15.00
Other medical and surgical treatment and/or diagnosis	Variable
<i>Violation Notice</i>	<i>Fee for Each Violation</i>
First violation notice	\$30.00
Second violation notice	\$60.00
Third violation notice	\$120.00
Fourth and subsequent violation notice	\$250.00
<i>Adoptions</i>	<i>As determined by Metro Animal Services</i>
Spay/neuter voucher	\$100.00 minimum
Spay/neuter rebate certificate	\$35.00

SECTION VIII: This Ordinance shall take effect one (1) year after passage and approval or otherwise becoming law.

Sonya Harward
Metro Council Clerk

Markus Winkler
President of the Council

Craig Greenberg
Mayor

Approval Date

APPROVED AS TO FORM AND LEGALITY:

Michael J. O'Connell
Jefferson County Attorney

BY: _____

O-193-23 Animal Ordinance Amendment LR 08-01-23

ORDINANCE NO. _____, SERIES 2023

AN ORDINANCE AMENDING THE LOUISVILLE METRO CODE OF ORDINANCES CHAPTER 91 PROHIBITING THE SALE OF DOGS AND CATS BY RETAIL PET STORES.

SPONSORED BY: COUNCIL MEMBER STUART BENSON

WHEREAS, current federal, state, and local regulations do not properly address the sale of puppy and kitten mill dogs and cats in and out of pet stores;

WHEREAS, most puppies and kittens sold in pet stores come from large-scale, commercial breeding facilities where the health and welfare of the animals are disregarded in order to maximize profits (“puppy mills” and “kitten mills,” respectively). According to The Humane Society of the United States, an estimated 10,000 puppy mills produce more than 2,400,000 puppies per year in the United States, and most pet store dogs and cats come from puppy mills and kitten mills;

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 adequate exercise and enrichment; and lack of sanitation;

WHEREAS, pet store puppies are often sick and have behavioral problems because of the substandard conditions they were born into, including: being taken from their mothers at a very young age; being transported in trucks filled with other young puppies; and being placed in a pet store cage with or near other puppies who are often sick;

WHEREAS, pet stores often mislead consumers as to where the puppies in the stores came from and make false health and behavior guarantees. Many consumers end

up paying hundreds or thousands of dollars in veterinary bills and suffer the heartbreak of having their new pet suffer, and in some cases pass away;

WHEREAS, according to the U.S. Centers for Disease Control and Prevention, pet store puppies pose a health risk to consumers, as over one hundred Americans have contracted an antibiotic-resistant *Campylobacter* infection from contact with pet store puppies;

WHEREAS, current federal and state regulations do not adequately address the animal welfare and consumer protection problems that the pet store sale of dogs and cats from puppy and kitten mills pose, and federal oversight of the commercial breeding industry is severely lacking;

WHEREAS, prohibiting pet stores from selling dogs and cats is likely to decrease the demand for these animals that are bred in mills, and decrease the burden that pet store dogs and cats that end up in animal shelters place on local agencies and taxpayers;

WHEREAS, the vast majority of pet stores, both large chains and small, family-owned shops, already do not sell dogs and cats but rather profit from selling products, offering services, and in some cases, collaborating with local animal shelters and rescues to host adoption events;

WHEREAS, this Ordinance will not affect a consumer's ability to obtain a dog or cat of his or her choice from an animal rescue, shelter, or breeder who sells directly to the public; and

WHEREAS, the Louisville Metro Council believes it is in the best interest of the community to adopt reasonable regulations to reduce costs to the community and its residents, protect citizens who may purchase dogs or cats from a pet store, help prevent

inhumane breeding conditions, promote community awareness of animal welfare, and foster a more humane environment in Louisville Metro.

NOW, THEREFORE, BE IT ORDAINED BY THE LEGISLATIVE COUNCIL OF THE LOUISVILLE/JEFFERSON COUNTY METRO GOVERNMENT AS FOLLOWS:

SECTION I: Louisville Metro Code of Ordinances (“LMCO”) Section 91.001 is hereby amended as follows:

§ 91.001 DEFINITIONS.

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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. Any premises designated and/or operated by the Metro Government for the purpose of impounding and caring for animals seized, stray, homeless, abandoned, unwanted or surrendered animals, held under authority of this chapter.

ANIMAL WELFARE GROUP. Any organization existing for the purpose of the prevention of cruelty to animals and providing shelter for abandoned and lost animals and are incorporated under the laws of the Commonwealth of Kentucky.

CAT. Of the species Felis Catus, regardless of age. ~~A domestic cat four months of age or older~~

DOG. Any member of the species Canis Familiaris, regardless of age. ~~Any domestic canine four months of age or older~~

~~**PET SHOP.** Any person engaged in the business of breeding, buying, selling at retail or as a broker of animals, including fish, of any species for profit-making purposes, except farming operations that breed, buy, or sell at retail pursuant to and in conjunction with their agricultural use shall not be considered pet shops for purposes of this chapter.~~

RETAIL PET STORE means a commercial establishment that sells or offers for sale animals on its premises at retail and notwithstanding what type of license the establishment holds or whether the establishment is licensed.

SELL OR OFFER TO SALE. To display for sale or to exchange for consideration, adopt out, barter, auction, trade, lease, or otherwise transfer.

SECTION II: LMCO Sections 91.122 and 91.123 are hereby amended as follows:

§ 91.122 CLASS B KENNELS OR CATTERIES.

(A) All Class B kennels or catteries shall, in addition to the other requirements of this chapter comply with the minimum standards of this section. Failure to meet these standards shall be grounds for denial or revocation of a license pursuant to §§ 91.020 through 91.025 of this chapter and the issuance of a citation subjecting the owner to the penalties and fines provided in § 91.999 of this chapter. Facilities shall be subject to inspection by an Animal Control Officer upon his or her request during reasonable hours.

(B) Indoors: animals which are kept primarily indoors shall be provided with wholesome food and clean water, a clean living environment free of accumulated waste and debris, comfortable temperature and ventilation, and provided veterinary care when needed. If allowed access to outdoors on a temporary basis, the outdoor area shall be kept free of waste and debris and well-drained. Such outdoor area shall comply with all restraint requirements contained in this chapter.

(C) Outdoors: animals which are kept primarily outdoors shall be provided with proper shelter, a clean living environment free of accumulated waste and debris, supplemental protection from weather extremes, and well-drained. Such outdoor area shall comply with all restraint requirements contained in this chapter.

(D) Each Class B kennel or cattery license shall apply to no more than five dogs and/or cats, four months of age or older. Any additional dogs or cats four months of age or older must be licensed individually.

~~—(E) Each purchaser of a dog, cat, puppy, or kitten shall be provided with a copy of § 91.141 by the kennel or cattery, along with a Metro Government dog/cat license application~~

§ 91.123 CLASS A KENNELS OR CATTERIES.

(A) All Class A kennels or catteries shall, in addition to the other requirements of this chapter, comply with the minimum standards of this section. Failure to meet these standards shall be grounds for denial or revocation of a license pursuant to §§ 91.020 through 91.025 of this chapter and the issuance of a citation subjecting the owner to the penalties and fines provided in § 91.999 of this chapter. Facilities shall be subject to inspection by an Animal Control Officer upon request during reasonable hours.

(B) Each Class A kennel or cattery shall comply with the standards set forth in § 91.120 in addition to the following standards.

(C) Each dog or cat, four months of age or older, must have proof of a valid vaccination against rabies.

~~(D) Each purchaser of a dog, cat, puppy, or kitten shall be provided with a copy of § 91.141 by the kennel or cattery, along with a Metro Government dog/cat license application.~~

~~(D)~~ (E) Each Class A kennel or cattery license shall apply to up to five dogs or cats and shall require an additional Class A kennel or cattery license for each increment of up to five dogs or cats.

SECTION III: LMCO Section 91.124 is hereby amended as follows:

§ 91.124 ~~PET SHOPS,~~ RETAIL PET STORE.

(A) All ~~pet shops~~ retail pet stores, as defined herein, including ~~pet shops~~ retail pet stores that run in conjunction with another holding facility, shall, in addition to the other requirements of this chapter, comply with the minimum standards of this section. Failure to meet these standards shall be grounds for the issuance of a citation subjecting the owner to the penalties and fines provided in § 91.999. Facilities shall be subject to inspection by an Animal Control Officer upon his or her request during reasonable hours.

(B) There shall be available hot water at a minimum temperature of 140° F., for washing cages and disinfecting, and cold water easily accessible to all parts of the shop. Fresh water shall be available to all species at all times. Containers are to be cleaned and disinfected each day. All water containers shall be mounted so the animal cannot turn them over and be of the type that are removable for cleaning.

(C) Room temperature of the shop shall be maintained at a level that is healthful for every species of animals kept in the shop.

(D) All cages and enclosures are to be of a nonporous material for easy cleaning and disinfecting. Each cage must be of sufficient size that the animal will have room to stand, turn, and lie down in the natural position. Each cage must be cleaned and disinfected each day.

(E) All animals under three months of age are to be fed at least three times per 24 hours. All animals from three months to nine months of age are to be fed at least two times per 24 hours. All other animals must be fed at least one time per 24-hour period. Food for all animals shall be served in a clean dish so mounted that the animal cannot readily tip it over and be of the type that are removable for cleaning.

(F) Each bird must have sufficient room to sit on a perch. Perches shall be placed horizontal to each other in the same cage. Cages must be cleaned everyday, and cages must be disinfected when birds are sold or as otherwise transferred. Parrots and other large birds shall have separate cages from smaller birds.

(G) There shall be sufficient clean, dry bedding to meet needs of each individual animal.

(H) All animals must be fed and watered, and all cages cleaned every day, including Sundays and holidays.

~~(I) Each purchase of a dog, cat, puppy, kitten, or ferret shall be provided with a copy of § 91.141 by the pet shop, along with a Metro Government dog/cat license application.~~

SECTION IV: LMCO Sections 91.141 and 91.142 are hereby amended as follows:

~~§ 91.141 PUPPIES, DOGS, KITTENS, CATS, AND FERRETS; CERTIFICATION AS UNFIT FOR PURCHASE OR ADOPTION.~~

~~(A) No pet shop, animal dealer, or other party, whether individual, organization, or establishment, shall sell or offer for adoption any puppy, dog, kitten, cat, or ferret which is unfit for purchase. The purchaser or adoptee of a puppy, dog, kitten, cat, or ferret from a pet shop, animal dealer, or other party, which suffers or dies of a disease or parasitic infection, must have these conditions or death certified by a veterinarian within 30 days of the purchase date as evidence that the animal was unfit for purchase. Any puppy, dog, kitten, cat, or ferret which suffers from any congenital or hereditary condition must be certified as unfit for purchase by a veterinarian within one year of the date of purchase.~~

~~(B) In the event that a puppy, dog, kitten, cat, or ferret is certified as unfit for purchase or adoption, and such certification is presented in writing to the pet shop, animal dealer,~~

~~or other person, within 72 hours of the veterinary certification, the owner or purchaser may choose one of the following options and the pet shop, animal dealer or other party shall be obligated to fulfill the conditions of the chosen option.~~

~~— (1) The owner or purchaser may return the puppy, dog, kitten, cat, or ferret for a full refund of the purchase price plus tax. Additionally, the owner or purchaser shall be entitled, up to a total amount not to exceed the full purchase price of the puppy, dog, kitten, cat, or ferret, to any veterinary fees incurred relating to the disease, defect, or infection; veterinary fees directly related to the veterinarian's examination and certification that the puppy, dog, kitten, cat, or ferret is unfit for purchase pursuant to this section; and for veterinary fees directly related to necessary emergency services and treatment undertaken to remedy the disease, defect, or infection.~~

~~— (2) The owner or purchaser may return the puppy, dog, kitten, cat, or ferret for an exchange equal to the full purchase price plus tax. Additionally, the owner or purchaser shall be entitled, up to a total amount not to exceed the full purchase price of the puppy, dog, kitten, cat, or ferret to any veterinary fees incurred relating to the disease, defect or infection; veterinary fees directly related to the veterinarian's examination and certification that the puppy, dog, kitten, cat, or ferret is unfit for purchase pursuant to this section; and for veterinary fees directly related to necessary emergency services and treatment undertaken to remedy the disease, defect or infection.~~

~~— (3) The owner or purchaser may retain the puppy, dog, kitten, cat, or ferret and attempt to cure the disease, defect, infection, or to ameliorate the condition caused by the disease, defect, or infection. The pet shop, animal dealer, or other person shall be responsible for the cost of veterinary fees incurred related to the disease, defect, or~~

~~infection for which the puppy, dog, kitten, cat, or ferret was certified as unfit, up to the full purchase price of the puppy, dog, kitten, cat, or ferret plus tax.~~

~~— (4) The owner or purchaser of a puppy, dog, kitten, cat, or ferret which dies from the disease, defect, infection or condition for which it is certified as unfit for purchase may receive a full refund of the purchase price of the puppy, dog, kitten, cat, or ferret plus tax in addition to any veterinary fees incurred relating to the disease, defect or infection up to the full purchase price of the puppy, dog, kitten, cat, or ferret plus tax.~~

~~— (5) The pet shop, animal dealer, or other party may contest a demand for veterinary expenses, refund, or exchange made by a purchaser or owner if done so in writing within two days of the owner's or purchaser's presentment of a certificate of unfitness. In the event that the pet shop, animal dealer, or other party wishes to contest a demand for veterinary expenses, refund, or exchange made by the purchaser or owner pursuant to this section, the pet shop, animal dealer or other party shall have the right to require the consumer to produce the puppy, dog, kitten, cat, or ferret for examination by a licensed veterinarian designated by the dealer. Upon such examination, if the consumer and the seller/provider of the animal are unable to reach an agreement which constitutes one of the options set forth in subsections (B)(1) through (4) within ten business days following receipt of the animal for such examination, the consumer may initiate an action in a court of competent jurisdiction to recover or obtain such reimbursement of veterinary expenses, refund or exchange.~~

§ 91.141 SALE OF CATS AND DOGS.

(A) Notwithstanding any other provision of law, it shall be unlawful for a retail pet store, as defined in this section, to sell or offer for sale a dog or cat.

(B) It shall be unlawful for any person to offer for sale any dog or cat at or on any street, public right-of-way, parkway, median, park, recreation area, outdoor market, booth, flea markets, roadside stand, temporary site or parking lot regardless of whether such access is authorized by the owner.

(C) Nothing in this section shall be construed to prohibit the provision of space to an animal welfare group or an animal shelter, as defined, to publicly showcase dogs or cats available for adoption; provided that the provider does not maintain an ownership interest in any of the animals offered for adoption or receive a fee for providing such space. Nor shall this section prohibit the display of dogs or cats as part of a state or county fair exhibition, 4-H program, or similar exhibitions or educational programs.

§ 91.142 WAIVER.

~~—(A) A purchaser may sign a waiver knowingly relinquishing all of the above rights specified in § 91.141(B). The waiver must include the following language:~~

~~—“These are your rights under Chapter 91 of the Metro Government Code of Ordinances. If you purchase or adopt any puppy, dog, kitten, cat, or ferret and:~~

~~—(1) Within 30 days after such purchase, the animal is certified by a veterinarian as having been unfit for purchase or adoption because it suffers from, or dies as a result of, a disease or parasitic condition; or~~

~~—(2) Within one year of the date of purchase, the animal is certified by a veterinarian as suffering any congenital or hereditary condition;~~

~~—Then you have the right to return the animal to the seller within 72 hours of the veterinary certification and receive a full refund or exchange of equal value, or you may keep the animal and attempt to cure the condition. You may also recover certain qualified~~

veterinary fees up to the purchase price of the animal. If you sign this waiver, you will lose these rights."

~~—(B) The waiver must be in bold print and signed by the buyer. If such a waiver is signed by the buyer, the pet shop, dealer, or other person may offer his or her own warranty, or sell the puppy, dog, kitten, cat, or ferret "as is."~~

~~—(C) In addition to the other requirements of this section, the owner of each dog, puppy, cat, kitten, or ferret which is placed for sale, adoption or placement shall maintain a record which documents the origin of the animal. This record shall contain the name, address, and telephone number of the kennel/cattery and its owner, or the individual which produced the animal. In the case of adoption from a licensed animal welfare group or government-operated shelter, the record must indicate if the animal was a stray, where it was picked up, and by whom, and if previously owned, the name and address. This record shall be available to MAS.~~

~~—(D) The document shall also contain, other than if being adopted from a shelter, if the animal originates from:~~

~~—(1) Jefferson County, the animal dealer, pet shop, kennel or cattery license number, or the individual dog, cat, or ferret license number of the female that produced the litter or individual animal.~~

~~—(2) Kentucky (outside Jefferson County), the state kennel license or individual dog license number(s), and the United States Department of Agriculture (USDA) animal dealer license number (if applicable) of the owner that produced the litter or individual animal, dog, cat, or ferret.~~

~~—(3) Outside Kentucky, the USDA animal dealer license number (if applicable) of the owner that produced the litter or individual animal.~~

~~—(E) All advertisements for the sale, adoption, or placement of these animals within Jefferson County must contain the owners, animal dealer, pet shop, kennel or cattery license number, and/or their individual dog, cat, or ferret or multiple cat household license number.~~

SECTION V: LMCO Section 91.999 is hereby amended as follows:

§ 91.999 PENALTY.

B) *Civil penalty.*

(1) Any person cited for a civil offense under this chapter may be subject to a civil penalty. Any person cited pursuant to this subsection may pay the minimum civil penalty within seven days from the date of issuance or request a hearing of such penalty by the Code Enforcement Board (“Board”) in accordance with §§ 32.275 et seq. If the person fails to respond to the citation within seven days as referenced above, the person shall be deemed to have waived the right to a hearing.

(2) Any person cited for a civil offense under this chapter, unless otherwise specified, shall be subject to a penalty of not less than \$150 nor more than \$1,000. Penalties for each subsequent offense shall be cumulated as multiples of the number of previous offenses.

(3) Any person cited for a civil offense under § 91.141 shall be subject to a penalty of not less than \$500 for a first offense, \$1000 for a second offense and \$2500 for any subsequent offenses.

~~(3)~~ (4) Notwithstanding any other provision of subsection (B) under this chapter, no violation shall constitute a civil offense, if the same conduct regulated by this chapter also constitutes a criminal offense under any provision of the Kentucky Revised Statutes.

~~(4)~~ (5) The Director may waive or reduce any civil penalty set forth in this subsection (B) due to financial hardship or on the basis of income level, as the case may be, and/or (1) if the violator attends and satisfactorily completes an education or training course established under § 91.060, and/or (2) if the dog or cat is spayed or neutered, at the expense of the owner, as prescribed by the Director of Metro Animal Service.

SECTION VI: LMCO Chapter 91, Appendix A, is hereby amended as follows:

APPENDIX A: METRO ANIMAL SERVICES FEE SCHEDULE

<i>Type of License</i>	<i>Annual Fee</i>
Altered dog, cat or ferret license	\$10.00 (or \$27.00/3yrs, only when matched to triennial rabies vaccine)
Unaltered dog, cat or ferret license	\$60.00
Transfer of pet license mid-year	\$5.00
Potentially dangerous dog license	\$275.00
Dangerous dog license	\$500.00
Boarding kennel or cattery	0 - 5 runs and/or cages capacity; \$30.00
	6 - 25 runs and/or cages capacity; \$60.00
	26 - 50 runs and/or cages capacity; \$90.00
	51 - 75 runs and/or cages capacity; \$120.00
	76 - 100 runs and/or cages capacity; \$150.00
101 + runs and/or cages capacity; \$180.00	
Class A kennel or cattery	\$150.00 for 5 animals or less
Class B kennel or cattery	\$100.00 for 5 animals or less
Class C kennel	\$100.00
Multiple pet license	\$9.00 per animal up to 4 animals; \$8.00 per animal for 5 or more animals
Altered dog, cat or ferret belonging to a senior citizen (owner 65 years or older, two dogs, cats or ferrets per household)	1/2 of the normal dog, cat or ferret license fee, as set forth above
Pet shop	\$125.00
Pet shop (selling dogs, cats or ferrets)	\$300.00

Animal dealer (not selling dogs, cats or ferrets)	\$125.00
Animal dealer (selling dogs, cats or ferrets)	\$300.00
Circus	\$125.00
Circus with elephant rides	\$200.00
Theatrical exhibition	\$125.00
Riding or boarding stable	\$125.00

Type of License	Annual Fee
Animal drawn vehicle (one license per company)	\$125.00
Wildlife permit	\$125.00
Swine permit	\$10.00
Animal welfare groups and humane organizations	\$10.00
Miscellaneous	Fee
Late fee when license is more than 30 days overdue	\$15.00 plus 15% of the license fee per annum overdue
Small trap deposit	\$50.00
Large trap deposit	\$200.00
Trailer and corral charge	\$50.00 per trailer or corral used
Postage and handling for mail-in applications	\$0.50
Bark collar deposit	\$75.00
Bark collar usage	\$15.00
Microchip	\$25.00
Redemptions and Boarding	Fee*
Licensed domestic pets	\$15.00 plus \$10.00 per day
Unlicensed domestic pets	\$30.00 plus \$10.00 per day
Quarantine domestic pets	\$40.00 plus \$15.00 per day
Quarantine dangerous or potentially dangerous dog	\$100.00 plus \$25.00 per day
Impoundment	\$25.00
Livestock-large animals	\$50.00 plus \$15.00 per day
Livestock-small animals	\$10.00 plus \$5.00 per day
Incurring surgical, medical, diagnosis and veterinary treatment expenses must be added to redemption and boarding fees as determined by Metro Animal Services	

Surgical, Medical and Veterinary Treatment	
Vaccination (may be a voucher)	
(DHPP, FVRCP)	\$20.00 each
(Rabies)	\$8.00
(Bordetella)	\$10.00

Parasitic examination and/or treatment (may be a voucher)	\$15.00
Other medical and surgical treatment and/or diagnosis	Variable
<i>Violation Notice</i>	<i>Fee for Each Violation</i>
First violation notice	\$30.00
Second violation notice	\$60.00
Third violation notice	\$120.00
Fourth and subsequent violation notice	\$250.00
<i>Adoptions</i>	<i>As determined by Metro Animal Services</i>
Spay/neuter voucher	\$100.00 minimum
Spay/neuter rebate certificate	\$35.00

SECTION VII: This Ordinance shall take effect one (1) year after passage and approval or otherwise becoming law.

 Sonya Harward
 Metro Council Clerk

 Markus Winkler
 President of the Council

 Craig Greenburg
 Mayor

 Approval Date

APPROVED AS TO FORM AND LEGALITY:

Michael J. O'Connell
 Jefferson County Attorney

BY: _____

ORDINANCE NO. _____, SERIES 2023

AN ORDINANCE AMENDING THE LOUISVILLE METRO CODE OF ORDINANCES CHAPTER 91 PROHIBITING THE SALE OF DOGS AND CATS BY RETAIL PET STORES. (AMENDMENT BY SUBSTITUTION)

SPONSORED BY: COUNCIL MEMBER STUART BENSON

WHEREAS, current federal, state, and local regulations do not properly address the sale of puppy and kitten mill dogs and cats in and out of pet stores;

WHEREAS, most puppies and kittens sold in pet stores come from large-scale, commercial breeding facilities where the health and welfare of the animals are disregarded in order to maximize profits (“puppy mills” and “kitten mills,” respectively). According to The Humane Society of the United States, an estimated 10,000 puppy mills produce more than 2,400,000 puppies per year in the United States, and most pet store dogs and cats come from puppy mills and kitten mills;

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 adequate exercise and enrichment; and lack of sanitation;

WHEREAS, pet store puppies are often sick and have behavioral problems because of the substandard conditions they were born into, including: being taken from their mothers at a very young age; being transported in trucks filled with other young puppies; and being placed in a pet store cage with or near other puppies who are often sick;

WHEREAS, pet stores often mislead consumers as to where the puppies in the stores came from and make false health and behavior guarantees. Many consumers end

up paying hundreds or thousands of dollars in veterinary bills and suffer the heartbreak of having their new pet suffer, and in some cases pass away;

WHEREAS, according to the U.S. Centers for Disease Control and Prevention, pet store puppies pose a health risk to consumers, as over one hundred Americans have contracted an antibiotic-resistant *Campylobacter* infection from contact with pet store puppies;

WHEREAS, current federal and state regulations do not adequately address the animal welfare and consumer protection problems that the pet store sale of dogs and cats from puppy and kitten mills pose, and federal oversight of the commercial breeding industry is severely lacking;

WHEREAS, prohibiting pet stores from selling dogs and cats is likely to decrease the demand for these animals that are bred in mills, and decrease the burden that pet store dogs and cats that end up in animal shelters place on local agencies and taxpayers;

WHEREAS, the vast majority of pet stores, both large chains and small, family-owned shops, already do not sell dogs and cats but rather profit from selling products, offering services, and in some cases, collaborating with local animal shelters and rescues to host adoption events;

WHEREAS, this Ordinance will not affect a consumer's ability to obtain a dog or cat of his or her choice from an animal rescue, shelter, or breeder who sells directly to the public; and

WHEREAS, the Louisville Metro Council believes it is in the best interest of the community to adopt reasonable regulations to reduce costs to the community and its residents, protect citizens who may purchase dogs or cats from a pet store, help prevent

inhumane breeding conditions, promote community awareness of animal welfare, and foster a more humane environment in Louisville Metro.

NOW, THEREFORE, BE IT ORDAINED BY THE LEGISLATIVE COUNCIL OF THE LOUISVILLE/JEFFERSON COUNTY METRO GOVERNMENT AS FOLLOWS:

SECTION I: Louisville Metro Code of Ordinances (“LMCO”) Section 91.001 is hereby amended as follows:

§ 91.001 DEFINITIONS.

ANIMAL DEALER. Any person engaging in the business of buying and/or selling any animal or animals, including fish, for the purpose of resale to pet shops, research facilities, another animal dealer or to another person, including the sale of any animal from any roadside stand, booth, flea market or other temporary site. (Persons buying or selling animals fit and destined for human consumption and agricultural uses as defined in this chapter are not included in this definition. Agricultural uses as defined in this chapter are not included in this definition.) **ANIMAL DEALERS** are also subject to the provisions of §§ 91.090 through 91.101 and § 91.123 of this chapter.

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. Any premises designated and/or operated by the Metro Government for the purpose of impounding and caring for animals seized, stray, homeless, abandoned, unwanted or surrendered animals, held under authority of this chapter.

ANIMAL WELFARE GROUP. Any organization existing for the purpose of the prevention of cruelty to animals and providing shelter for abandoned and lost animals and are incorporated under the laws of the Commonwealth of Kentucky.

CAT. Of the species Felis Catus, regardless of age. ~~A domestic cat four months of age or older~~

DOG. Any member of the species Canis Familiaris, regardless of age. ~~Any domestic canine four months of age or older~~

~~**PET SHOP.** Any person engaged in the business of breeding, buying, selling at retail or as a broker of animals, including fish, of any species for profit-making purposes, except farming operations that breed, buy, or sell at retail pursuant to and in conjunction with their agricultural use shall not be considered pet shops for purposes of this chapter.~~

RETAIL PET STORE means a commercial establishment that sells or offers for sale animals on its premises at retail and notwithstanding what type of license the establishment holds or whether the establishment is licensed.

SELL OR OFFER TO SALE. To display for sale or to exchange for consideration, adopt out, barter, auction, trade, lease, or otherwise transfer.

SECTION II: LMCO Sections 91.122 and 91.123 are hereby amended as follows:

§ 91.122 CLASS B KENNELS OR CATTERIES.

(A) All Class B kennels or catteries shall, in addition to the other requirements of this chapter comply with the minimum standards of this section. Failure to meet these standards shall be grounds for denial or revocation of a license pursuant to §§ 91.020 through 91.025 of this chapter and the issuance of a citation subjecting the owner to the penalties and fines provided in § 91.999 of this chapter. Facilities shall be subject to inspection by an Animal Control Officer upon his or her request during reasonable hours.

(B) Indoors: animals which are kept primarily indoors shall be provided with wholesome food and clean water, a clean living environment free of accumulated waste and debris, comfortable temperature and ventilation, and provided veterinary care when needed. If allowed access to outdoors on a temporary basis, the outdoor area shall be kept free of waste and debris and well-drained. Such outdoor area shall comply with all restraint requirements contained in this chapter.

(C) Outdoors: animals which are kept primarily outdoors shall be provided with proper shelter, a clean living environment free of accumulated waste and debris, supplemental protection from weather extremes, and well-drained. Such outdoor area shall comply with all restraint requirements contained in this chapter.

(D) Each Class B kennel or cattery license shall apply to no more than five dogs and/or cats, four months of age or older. Any additional dogs or cats four months of age or older must be licensed individually.

~~—(E) Each purchaser of a dog, cat, puppy, or kitten shall be provided with a copy of § 91.141 by the kennel or cattery, along with a Metro Government dog/cat license application~~

§ 91.123 CLASS A KENNELS OR CATTERIES.

(A) All Class A kennels or catteries shall, in addition to the other requirements of this chapter, comply with the minimum standards of this section. Failure to meet these standards shall be grounds for denial or revocation of a license pursuant to §§ 91.020 through 91.025 of this chapter and the issuance of a citation subjecting the owner to the penalties and fines provided in § 91.999 of this chapter. Facilities shall be subject to inspection by an Animal Control Officer upon request during reasonable hours.

(B) Each Class A kennel or cattery shall comply with the standards set forth in § 91.120 in addition to the following standards.

(C) Each dog or cat, four months of age or older, must have proof of a valid vaccination against rabies.

~~(D) Each purchaser of a dog, cat, puppy, or kitten shall be provided with a copy of § 91.141 by the kennel or cattery, along with a Metro Government dog/cat license application.~~

~~(D)~~ (E) Each Class A kennel or cattery license shall apply to up to five dogs or cats and shall require an additional Class A kennel or cattery license for each increment of up to five dogs or cats.

SECTION III: LMCO Section 91.124 is hereby amended as follows:

§ 91.124 ~~PET SHOPS,~~ RETAIL PET STORE.

(A) All ~~pet shops~~ retail pet stores, as defined herein, including ~~pet shops~~ retail pet stores that run in conjunction with another holding facility, shall, in addition to the other requirements of this chapter, comply with the minimum standards of this section. Failure to meet these standards shall be grounds for the issuance of a citation subjecting the owner to the penalties and fines provided in § 91.999. Facilities shall be subject to inspection by an Animal Control Officer upon his or her request during reasonable hours.

(B) There shall be available hot water at a minimum temperature of 140° F., for washing cages and disinfecting, and cold water easily accessible to all parts of the shop. Fresh water shall be available to all species at all times. Containers are to be cleaned and disinfected each day. All water containers shall be mounted so the animal cannot turn them over and be of the type that are removable for cleaning.

(C) Room temperature of the shop shall be maintained at a level that is healthful for every species of animals kept in the shop.

(D) All cages and enclosures are to be of a nonporous material for easy cleaning and disinfecting. Each cage must be of sufficient size that the animal will have room to stand, turn, and lie down in the natural position. Each cage must be cleaned and disinfected each day.

(E) All animals under three months of age are to be fed at least three times per 24 hours. All animals from three months to nine months of age are to be fed at least two times per 24 hours. All other animals must be fed at least one time per 24-hour period. Food for all animals shall be served in a clean dish so mounted that the animal cannot readily tip it over and be of the type that are removable for cleaning.

(F) Each bird must have sufficient room to sit on a perch. Perches shall be placed horizontal to each other in the same cage. Cages must be cleaned everyday, and cages must be disinfected when birds are sold or as otherwise transferred. Parrots and other large birds shall have separate cages from smaller birds.

(G) There shall be sufficient clean, dry bedding to meet needs of each individual animal.

(H) All animals must be fed and watered, and all cages cleaned every day, including Sundays and holidays.

~~(I) Each purchase of a dog, cat, puppy, kitten, or ferret shall be provided with a copy of § 91.141 by the pet shop, along with a Metro Government dog/cat license application.~~

SECTION IV: LMCO Sections 91.141 and 91.142 are hereby amended as follows:

~~§ 91.141 PUPPIES, DOGS, KITTENS, CATS, AND FERRETS; CERTIFICATION AS UNFIT FOR PURCHASE OR ADOPTION.~~

~~(A) No pet shop, animal dealer, or other party, whether individual, organization, or establishment, shall sell or offer for adoption any puppy, dog, kitten, cat, or ferret which is unfit for purchase. The purchaser or adoptee of a puppy, dog, kitten, cat, or ferret from a pet shop, animal dealer, or other party, which suffers or dies of a disease or parasitic infection, must have these conditions or death certified by a veterinarian within 30 days of the purchase date as evidence that the animal was unfit for purchase. Any puppy, dog, kitten, cat, or ferret which suffers from any congenital or hereditary condition must be certified as unfit for purchase by a veterinarian within one year of the date of purchase.~~

~~(B) In the event that a puppy, dog, kitten, cat, or ferret is certified as unfit for purchase or adoption, and such certification is presented in writing to the pet shop, animal dealer,~~

~~or other person, within 72 hours of the veterinary certification, the owner or purchaser may choose one of the following options and the pet shop, animal dealer or other party shall be obligated to fulfill the conditions of the chosen option.~~

~~— (1) The owner or purchaser may return the puppy, dog, kitten, cat, or ferret for a full refund of the purchase price plus tax. Additionally, the owner or purchaser shall be entitled, up to a total amount not to exceed the full purchase price of the puppy, dog, kitten, cat, or ferret, to any veterinary fees incurred relating to the disease, defect, or infection; veterinary fees directly related to the veterinarian's examination and certification that the puppy, dog, kitten, cat, or ferret is unfit for purchase pursuant to this section; and for veterinary fees directly related to necessary emergency services and treatment undertaken to remedy the disease, defect, or infection.~~

~~— (2) The owner or purchaser may return the puppy, dog, kitten, cat, or ferret for an exchange equal to the full purchase price plus tax. Additionally, the owner or purchaser shall be entitled, up to a total amount not to exceed the full purchase price of the puppy, dog, kitten, cat, or ferret to any veterinary fees incurred relating to the disease, defect or infection; veterinary fees directly related to the veterinarian's examination and certification that the puppy, dog, kitten, cat, or ferret is unfit for purchase pursuant to this section; and for veterinary fees directly related to necessary emergency services and treatment undertaken to remedy the disease, defect or infection.~~

~~— (3) The owner or purchaser may retain the puppy, dog, kitten, cat, or ferret and attempt to cure the disease, defect, infection, or to ameliorate the condition caused by the disease, defect, or infection. The pet shop, animal dealer, or other person shall be responsible for the cost of veterinary fees incurred related to the disease, defect, or~~

~~infection for which the puppy, dog, kitten, cat, or ferret was certified as unfit, up to the full purchase price of the puppy, dog, kitten, cat, or ferret plus tax.~~

~~— (4) The owner or purchaser of a puppy, dog, kitten, cat, or ferret which dies from the disease, defect, infection or condition for which it is certified as unfit for purchase may receive a full refund of the purchase price of the puppy, dog, kitten, cat, or ferret plus tax in addition to any veterinary fees incurred relating to the disease, defect or infection up to the full purchase price of the puppy, dog, kitten, cat, or ferret plus tax.~~

~~— (5) The pet shop, animal dealer, or other party may contest a demand for veterinary expenses, refund, or exchange made by a purchaser or owner if done so in writing within two days of the owner's or purchaser's presentment of a certificate of unfitness. In the event that the pet shop, animal dealer, or other party wishes to contest a demand for veterinary expenses, refund, or exchange made by the purchaser or owner pursuant to this section, the pet shop, animal dealer or other party shall have the right to require the consumer to produce the puppy, dog, kitten, cat, or ferret for examination by a licensed veterinarian designated by the dealer. Upon such examination, if the consumer and the seller/provider of the animal are unable to reach an agreement which constitutes one of the options set forth in subsections (B)(1) through (4) within ten business days following receipt of the animal for such examination, the consumer may initiate an action in a court of competent jurisdiction to recover or obtain such reimbursement of veterinary expenses, refund or exchange.~~

§ 91.141 SALE OF CATS AND DOGS.

(A) Notwithstanding any other provision of law, it shall be unlawful for a retail pet store, as defined in this section, to sell or offer for sale a dog or cat.

(B) It shall be unlawful for any person to offer for sale any dog or cat at or on any street, public right-of-way, parkway, median, park, recreation area, outdoor market, booth, flea markets, roadside stand, temporary site or parking lot regardless of whether such access is authorized by the owner.

(C) Nothing in this section shall be construed to prohibit the provision of space to an animal welfare group or an animal shelter, as defined, to publicly showcase dogs or cats available for adoption; provided that the provider does not maintain an ownership interest in any of the animals offered for adoption or receive a fee for providing such space. Nor shall this section prohibit the display of dogs or cats as part of a state or county fair exhibition, 4-H program, or similar exhibitions or educational programs.

(D) Effective upon passage, all pet shops shall list, the contact information of the breeder where the animal was bred. This information shall be posted in clear view on the kennel.

§ 91.142 WAIVER.

~~—(A) A purchaser may sign a waiver knowingly relinquishing all of the above rights specified in § 91.141(B). The waiver must include the following language:~~

~~—“These are your rights under Chapter 91 of the Metro Government Code of Ordinances. If you purchase or adopt any puppy, dog, kitten, cat, or ferret and:~~

~~—(1) Within 30 days after such purchase, the animal is certified by a veterinarian as having been unfit for purchase or adoption because it suffers from, or dies as a result of, a disease or parasitic condition; or~~

~~—(2) Within one year of the date of purchase, the animal is certified by a veterinarian as suffering any congenital or hereditary condition;~~

~~—Then you have the right to return the animal to the seller within 72 hours of the veterinary certification and receive a full refund or exchange of equal value, or you may keep the animal and attempt to cure the condition. You may also recover certain qualified veterinary fees up to the purchase price of the animal. If you sign this waiver, you will lose these rights."~~

~~—(B) The waiver must be in bold print and signed by the buyer. If such a waiver is signed by the buyer, the pet shop, dealer, or other person may offer his or her own warranty, or sell the puppy, dog, kitten, cat, or ferret "as is."~~

~~—(C) In addition to the other requirements of this section, the owner of each dog, puppy, cat, kitten, or ferret which is placed for sale, adoption or placement shall maintain a record which documents the origin of the animal. This record shall contain the name, address, and telephone number of the kennel/cattery and its owner, or the individual which produced the animal. In the case of adoption from a licensed animal welfare group or government-operated shelter, the record must indicate if the animal was a stray, where it was picked up, and by whom, and if previously owned, the name and address. This record shall be available to MAS.~~

~~—(D) The document shall also contain, other than if being adopted from a shelter, if the animal originates from:~~

~~—(1) Jefferson County, the animal dealer, pet shop, kennel or cattery license number, or the individual dog, cat, or ferret license number of the female that produced the litter or individual animal.~~

~~—(2) Kentucky (outside Jefferson County), the state kennel license or individual dog license number(s), and the United States Department of Agriculture (USDA) animal~~

~~dealer license number (if applicable) of the owner that produced the litter or individual animal, dog, cat, or ferret.~~

~~—(3) Outside Kentucky, the USDA animal dealer license number (if applicable) of the owner that produced the litter or individual animal.~~

~~—(E) All advertisements for the sale, adoption, or placement of these animals within Jefferson County must contain the owners, animal dealer, pet shop, kennel or cattery license number, and/or their individual dog, cat, or ferret or multiple cat household license number.~~

SECTION V: LMCO Section 91.999 is hereby amended as follows:

§ 91.999 PENALTY.

B) *Civil penalty.*

(1) Any person cited for a civil offense under this chapter may be subject to a civil penalty. Any person cited pursuant to this subsection may pay the minimum civil penalty within seven days from the date of issuance or request a hearing of such penalty by the Code Enforcement Board (“Board”) in accordance with §§ 32.275 et seq. If the person fails to respond to the citation within seven days as referenced above, the person shall be deemed to have waived the right to a hearing.

(2) Any person cited for a civil offense under this chapter, unless otherwise specified, shall be subject to a penalty of not less than \$150 nor more than \$1,000. Penalties for each subsequent offense shall be cumulated as multiples of the number of previous offenses.

(3) (a) Any person, firm, or corporation cited for a civil offense under § 91.141 shall be subject to a penalty of not less than \$500 for a first offense, \$1000 for a second offense and \$2500 for any subsequent offenses.

(b) In addition to the penalties provided for in § 91.999(B)(3)(a), the Director is authorized to enforce the provisions of this Chapter through declaratory, injunctive and other civil actions filed in any court of competent jurisdiction.

~~(3)~~ (4) Notwithstanding any other provision of subsection (B) under this chapter, no violation shall constitute a civil offense, if the same conduct regulated by this chapter also constitutes a criminal offense under any provision of the Kentucky Revised Statutes.

(4) (5) The Director may waive or reduce any civil penalty set forth in this subsection (B) due to financial hardship or on the basis of income level, as the case may be, and/or (1) if the violator attends and satisfactorily completes an education or training course established under § 91.060, and/or (2) if the dog or cat is spayed or neutered, at the expense of the owner, as prescribed by the Director of Metro Animal Service.

SECTION VI: LMCO Chapter 91, Appendix A, is hereby amended as follows:

APPENDIX A: METRO ANIMAL SERVICES FEE SCHEDULE

<i>Type of License</i>	<i>Annual Fee</i>
Altered dog, cat or ferret license	\$10.00 (or \$27.00/3yrs, only when matched to triennial rabies vaccine)
Unaltered dog, cat or ferret license	\$60.00
Transfer of pet license mid-year	\$5.00
Potentially dangerous dog license	\$275.00
Dangerous dog license	\$500.00
Boarding kennel or cattery	0 - 5 runs and/or cages capacity; \$30.00
	6 - 25 runs and/or cages capacity; \$60.00
	26 - 50 runs and/or cages capacity; \$90.00

	51 - 75 runs and/or cages capacity; \$120.00
	76 - 100 runs and/or cages capacity; \$150.00
	101 + runs and/or cages capacity; \$180.00
Class A kennel or cattery	\$150.00 for 5 animals or less
Class B kennel or cattery	\$100.00 for 5 animals or less
Class C kennel	\$100.00
Multiple pet license	\$9.00 per animal up to 4 animals; \$8.00 per animal for 5 or more animals
Altered dog, cat or ferret belonging to a senior citizen (owner 65 years or older, two dogs, cats or ferrets per household)	1/2 of the normal dog, cat or ferret license fee, as set forth above
Pet shop	\$125.00
Pet shop (selling dogs, cats or ferrets)	\$300.00
Animal dealer (not selling dogs, cats or ferrets)	\$125.00
Animal dealer (selling dogs, cats or ferrets)	\$300.00
Circus	\$125.00
Circus with elephant rides	\$200.00
Theatrical exhibition	\$125.00
Riding or boarding stable	\$125.00

Type of License	Annual Fee
Animal drawn vehicle (one license per company)	\$125.00
Wildlife permit	\$125.00
Swine permit	\$10.00
Animal welfare groups and humane organizations	\$10.00
Miscellaneous	Fee
Late fee when license is more than 30 days overdue	\$15.00 plus 15% of the license fee per annum overdue
Small trap deposit	\$50.00
Large trap deposit	\$200.00
Trailer and corral charge	\$50.00 per trailer or corral used
Postage and handling for mail-in applications	\$0.50
Bark collar deposit	\$75.00
Bark collar usage	\$15.00
Microchip	\$25.00
Redemptions and Boarding	Fee*
Licensed domestic pets	\$15.00 plus \$10.00 per day
Unlicensed domestic pets	\$30.00 plus \$10.00 per day

Quarantine domestic pets	\$40.00 plus \$15.00 per day
Quarantine dangerous or potentially dangerous dog	\$100.00 plus \$25.00 per day
Impoundment	\$25.00
Livestock-large animals	\$50.00 plus \$15.00 per day
Livestock-small animals	\$10.00 plus \$5.00 per day
Incurred surgical, medical, diagnosis and veterinary treatment expenses must be added to redemption and boarding fees as determined by Metro Animal Services	

<i>Surgical, Medical and Veterinary Treatment</i>	
Vaccination (may be a voucher)	
(DHPP, FVRCP)	\$20.00 each
(Rabies)	\$8.00
(Bordetella)	\$10.00
Parasitic examination and/or treatment (may be a voucher)	\$15.00
Other medical and surgical treatment and/or diagnosis	Variable
<i>Violation Notice</i>	
<i>Fee for Each Violation</i>	
First violation notice	\$30.00
Second violation notice	\$60.00
Third violation notice	\$120.00
Fourth and subsequent violation notice	\$250.00
<i>Adoptions</i>	<i>As determined by Metro Animal Services</i>
Spay/neuter voucher	\$100.00 minimum
Spay/neuter rebate certificate	\$35.00

SECTION VII: This Ordinance shall take effect one (1) year after passage and approval or otherwise becoming law.

 Sonya Harward
 Metro Council Clerk

 Markus Winkler
 President of the Council

 Craig Greenburg
 Mayor

 Approval Date

APPROVED AS TO FORM AND LEGALITY:

Michael J. O'Connell
Jefferson County Attorney

BY: _____

O-193-23 Animal Ordinance Amendment LR 08-01-23

ORDINANCE NO. _____, SERIES 2023

AN ORDINANCE AMENDING THE LOUISVILLE METRO CODE OF ORDINANCES CHAPTER 91 PROHIBITING THE SALE OF DOGS AND CATS BY RETAIL PET STORES (AMENDMENT BY SUBSTITUTION).

SPONSORED BY: COUNCIL MEMBERS PIAGENTINI AND KRAMER

WHEREAS, current federal, state, and local regulations do not properly address the sale of puppy and kitten mill dogs and cats in and out of pet stores;

WHEREAS, most puppies and kittens sold in pet stores come from large-scale, commercial breeding facilities where the health and welfare of the animals are disregarded in order to maximize profits (“puppy mills” and “kitten mills,” respectively). According to The Humane Society of the United States, an estimated 10,000 puppy mills produce more than 2,400,000 puppies per year in the United States, and most pet store dogs and cats come from puppy mills and kitten mills;

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 adequate exercise and enrichment; and lack of sanitation;

WHEREAS, pet store puppies are often sick and have behavioral problems because of the substandard conditions they were born into, including: being taken from their mothers at a very young age; being transported in trucks filled with other young puppies; and being placed in a pet store cage with or near other puppies who are often sick;

WHEREAS, current federal and state regulations do not adequately address the animal welfare and consumer protection problems that the pet store sale of dogs and cats

from puppy and kitten mills pose, and federal oversight of the commercial breeding industry is severely lacking;

WHEREAS, the vast majority of pet stores, both large chains and small, family-owned shops, already do not sell dogs and cats but rather profit from selling products, offering services, and in some cases, collaborating with local animal shelters and rescues to host adoption events;

WHEREAS, this Ordinance will not affect a consumer's ability to obtain a dog or cat of his or her choice from an animal rescue, shelter, or breeder who sells directly to the public; and

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

NOW, THEREFORE, BE IT ORDAINED BY THE LEGISLATIVE COUNCIL OF THE LOUISVILLE/JEFFERSON COUNTY METRO GOVERNMENT AS FOLLOWS:

SECTION I: The following definitions in Louisville Metro Code of Ordinances ("LMCO") Section 91.001 are hereby amended or added as follows:

§ 91.001 DEFINITIONS.

ANIMAL DEALER. Any person engaging in the business of buying and/or selling any animal or animals, including fish, for the purpose of resale to pet shops, research facilities, another animal dealer or to another person, including the sale of any animal from any roadside stand, booth, flea market or other temporary site. (Persons buying or selling animals fit and destined for human consumption and agricultural uses as defined in this

chapter are not included in this definition. Agricultural uses as defined in this chapter are not included in this definition.) **ANIMAL DEALERS** are also subject to the provisions of §§ 91.090 through 91.101 and § 91.123 of this chapter.

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. Any premises designated and/or operated by the Metro Government for the purpose of impounding and caring for animals seized, stray, homeless, abandoned, unwanted or surrendered animals, held under authority of this chapter.

CAT. Of the species Felis Catus, regardless of age. ~~A domestic cat four months of age or older~~

DOG. Any member of the species Canis Familiaris, regardless of age. ~~Any domestic canine four months of age or older~~

PET SHOP. ~~Any person engaged in the business of breeding, buying, selling at retail or as a broker of animals, including fish, of any species for profit-making purposes, except~~

farming operations that breed, buy, or sell at retail pursuant to and in conjunction with their agricultural use shall not be considered pet shops for purposes of this chapter.

RETAIL PET STORE means a commercial establishment that sells or offers for sale animals on its premises at retail and notwithstanding what type of license the establishment holds or whether the establishment is licensed.

SELL OR OFFER TO SALE. To display for sale or to exchange for consideration, adopt out, barter, auction, trade, lease, or otherwise transfer.

SECTION II: LMCO Section 91.124 is hereby amended as follows:

§ 91.124 ~~PET SHOPS.~~ RETAIL PET STORE.

(A) All ~~pet shops~~ retail pet stores, as defined herein, including ~~pet shops~~ Retail Pet Stores that run in conjunction with another holding facility, shall, in addition to the other requirements of this chapter, comply with the minimum standards of this section. Failure to meet these standards shall be grounds for the issuance of a citation subjecting the owner to the penalties and fines provided in § 91.999. Facilities shall be subject to inspection by an Animal Control Officer upon his or her request during reasonable hours.

(B) There shall be available hot water at a minimum temperature of 140° F., for washing cages and disinfecting, and cold water easily accessible to all parts of the shop. Fresh water shall be available to all species at all times. Containers are to be cleaned and disinfected each day. All water containers shall be mounted so the animal cannot turn them over and be of the type that are removable for cleaning.

(C) Room temperature of the shop shall be maintained at a level that is healthful for every species of animals kept in the shop.

(D) All cages and enclosures are to be of a nonporous material for easy cleaning and disinfecting. Each cage must be of sufficient size that the animal will have room to stand, turn, and lie down in the natural position. Each cage must be cleaned and disinfected each day.

(E) All animals under three months of age are to be fed at least three times per 24 hours. All animals from three months to nine months of age are to be fed at least two times per 24 hours. All other animals must be fed at least one time per 24-hour period. Food for all animals shall be served in a clean dish so mounted that the animal cannot readily tip it over and be of the type that are removable for cleaning.

(F) Each bird must have sufficient room to sit on a perch. Perches shall be placed horizontal to each other in the same cage. Cages must be cleaned everyday, and cages must be disinfected when birds are sold or as otherwise transferred. Parrots and other large birds shall have separate cages from smaller birds.

(G) There shall be sufficient clean, dry bedding to meet needs of each individual animal.

(H) All animals must be fed and watered, and all cages cleaned every day, including Sundays and holidays.

(I) Each purchase of a dog, cat, ~~puppy, kitten~~, or ferret shall be provided with a copy of § 91.141 by the pet shop, along with a Metro Government dog/cat license application.

(J) During regular business hours, no animal can be kept outside of public view with the exception of those under medical quarantine or care.

(K) Retail Pet Shops shall be subject to random monthly inspections by Louisville Metro Animal Services.

SECTION III: LMCO Section 91.141 is hereby amended as follows:

§ 91.141 PUPPIES, DOGS, KITTENS, CATS, AND FERRETS; CERTIFICATION AS UNFIT FOR PURCHASE OR ADOPTION.

(A) No pet shop, animal dealer, or other party, whether individual, organization, or establishment, shall sell or offer for adoption any ~~puppy~~, dog, ~~kitten~~, cat, or ferret which is unfit for purchase. The purchaser or adoptee of a ~~puppy~~, dog, ~~kitten~~, cat, or ferret from a pet shop, animal dealer, or other party, which suffers or dies of a disease or parasitic infection, must have these conditions or death certified by a veterinarian within 30 days of the purchase date as evidence that the animal was unfit for purchase. Any ~~puppy~~, dog, ~~kitten~~, cat, or ferret which suffers from any congenital or hereditary condition must be certified as unfit for purchase by a veterinarian within one year of the date of purchase.

(B) In the event that a ~~puppy~~, dog, ~~kitten~~, cat, or ferret is certified as unfit for purchase or adoption, and such certification is presented in writing to the pet shop, animal dealer, or other person, within 72 hours of the veterinary certification, the owner or purchaser may choose one of the following options and the pet shop, animal dealer or other party shall be obligated to fulfill the conditions of the chosen option.

(1) The owner or purchaser may return the ~~puppy~~, dog, ~~kitten~~, cat, or ferret for a full refund of the purchase price plus tax. Additionally, the owner or purchaser shall be entitled, up to a total amount not to exceed the full purchase price of the ~~puppy~~, dog, ~~kitten~~, cat, or ferret, to any veterinary fees incurred relating to the disease, defect, or infection; veterinary fees directly related to the veterinarian's examination and certification that the ~~puppy~~, dog, ~~kitten~~, cat, or ferret is unfit for purchase pursuant to this section; and for veterinary fees directly related to necessary emergency services and treatment undertaken to remedy the disease, defect, or infection.

(2) The owner or purchaser may return the puppy, dog, kitten, cat, or ferret for an exchange equal to the full purchase price plus tax. Additionally, the owner or purchaser shall be entitled, up to a total amount not to exceed the full purchase price of the puppy, dog, kitten, cat, or ferret to any veterinary fees incurred relating to the disease, defect or infection; veterinary fees directly related to the veterinarian's examination and certification that the puppy, dog, kitten, cat, or ferret is unfit for purchase pursuant to this section; and for veterinary fees directly related to necessary emergency services and treatment undertaken to remedy the disease, defect or infection.

(3) The owner or purchaser may retain the puppy, dog, kitten, cat, or ferret and attempt to cure the disease, defect, infection, or to ameliorate the condition caused by the disease, defect, or infection. The pet shop, animal dealer, or other person shall be responsible for the cost of veterinary fees incurred related to the disease, defect, or infection for which the puppy, dog, kitten, cat, or ferret was certified as unfit, up to the full purchase price of the puppy, dog, kitten, cat, or ferret plus tax.

(4) The owner or purchaser of a puppy, dog, kitten, cat, or ferret which dies from the disease, defect, infection or condition for which it is certified as unfit for purchase may receive a full refund of the purchase price of the puppy, dog, kitten, cat, or ferret plus tax in addition to any veterinary fees incurred relating to the disease, defect or infection up to the full purchase price of the puppy, dog, kitten, cat, or ferret plus tax.

(5) The pet shop, animal dealer, or other party may contest a demand for veterinary expenses, refund, or exchange made by a purchaser or owner if done so in writing within two days of the owner's or purchaser's presentment of a certificate of unfitness. In the event that the pet shop, animal dealer, or other party wishes to contest

a demand for veterinary expenses, refund, or exchange made by the purchaser or owner pursuant to this section, the pet shop, animal dealer or other party shall have the right to require the consumer to produce the ~~puppy~~, dog, ~~kitten~~, cat, or ferret for examination by a licensed veterinarian designated by the dealer. Upon such examination, if the consumer and the seller/provider of the animal are unable to reach an agreement which constitutes one of the options set forth in subsections (B)(1) through (4) within ten business days following receipt of the animal for such examination, the consumer may initiate an action in a court of competent jurisdiction to recover or obtain such reimbursement of veterinary expenses, refund or exchange.

(6) Contracts that are inconsistent with, conflict with, attempt to define and/or restrict, or violate the terms of this section are void and unenforceable.

(7) Repeated violations of this section shall be sufficient grounds for revocation of a Retail Pet Store's ability to sell cats and dogs and/or the opportunity to sell cats and dogs from a specific source.

(C) In addition to the other requirements of this section, the owner of each dog, cat or ferret which is placed for sale, adoption or placement shall maintain a record which documents the origin of the animal including their place of birth. This record shall contain the name, address, and telephone number of the kennel/cattery and its owner, or the individual which produced the animal. This information shall also be posted on the cage/kennel housing the animal. In the case of adoption from a licensed animal welfare group or government-operated shelter, the record must indicate if the animal was a stray, where it was picked up, and by whom. All records shall be available to MAS. Such records shall also contain, other than if being adopted from a shelter, if the animal originates from:

(1) Jefferson County, the animal dealer, pet shop, kennel or cattery license number, or the individual dog, cat, or ferret license number of the female that produced the litter or individual animal and all information relevant to the certification/accreditation from the American Kennel Club.

(2) Kentucky (outside Jefferson County), the state kennel license or individual dog license number(s) and all information relevant to the certification/accreditation from the American Kennel Club.

(3) Outside Kentucky, all information relevant to the certification/accreditation from the American Kennel Club.

(D) All advertisements for the sale, adoption, or placement of these animals within Jefferson County must contain the owners, animal dealer, pet shop, kennel or cattery license number, and/or their individual dog, cat, or ferret or multiple cat household license number.

SECTION IV: LMCO Section 91.142 is hereby repealed and replaced as follows.

§ 91.142 WAIVER.

~~—(A) A purchaser may sign a waiver knowingly relinquishing all of the above rights specified in § 91.141(B). The waiver must include the following language:~~

~~—“These are your rights under Chapter 91 of the Metro Government Code of Ordinances. If you purchase or adopt any puppy, dog, kitten, cat, or ferret and:~~

~~—(1) Within 30 days after such purchase, the animal is certified by a veterinarian as having been unfit for purchase or adoption because it suffers from, or dies as a result of, a disease or parasitic condition; or~~

~~—(2) Within one year of the date of purchase, the animal is certified by a veterinarian as suffering any congenital or hereditary condition;~~

~~—Then you have the right to return the animal to the seller within 72 hours of the veterinary certification and receive a full refund or exchange of equal value, or you may keep the animal and attempt to cure the condition. You may also recover certain qualified veterinary fees up to the purchase price of the animal. If you sign this waiver, you will lose these rights."~~

~~—(B) The waiver must be in bold print and signed by the buyer. If such a waiver is signed by the buyer, the pet shop, dealer, or other person may offer his or her own warranty, or sell the puppy, dog, kitten, cat, or ferret "as is."~~

~~—(C) In addition to the other requirements of this section, the owner of each dog, puppy, cat, kitten, or ferret which is placed for sale, adoption or placement shall maintain a record which documents the origin of the animal. This record shall contain the name, address, and telephone number of the kennel/cattery and its owner, or the individual which produced the animal. In the case of adoption from a licensed animal welfare group or government-operated shelter, the record must indicate if the animal was a stray, where it was picked up, and by whom, and if previously owned, the name and address. This record shall be available to MAS.~~

~~—(D) The document shall also contain, other than if being adopted from a shelter, if the animal originates from:~~

~~—(1) Jefferson County, the animal dealer, pet shop, kennel or cattery license number, or the individual dog, cat, or ferret license number of the female that produced the litter or individual animal.~~

~~— (2) Kentucky (outside Jefferson County), the state kennel license or individual dog license number(s), and the United States Department of Agriculture (USDA) animal dealer license number (if applicable) of the owner that produced the litter or individual animal, dog, cat, or ferret.~~

~~— (3) Outside Kentucky, the USDA animal dealer license number (if applicable) of the owner that produced the litter or individual animal.~~

~~(E) All advertisements for the sale, adoption, or placement of these animals within Jefferson County must contain the owners, animal dealer, pet shop, kennel or cattery license number, and/or their individual dog, cat, or ferret or multiple cat household license number.~~

§ 91.142 SALE OF CATS AND DOGS.

(A) Notwithstanding any other provision of law, it shall be unlawful for a Retail Pet Store, as defined in this section, to sell or offer for sale a dog or cat, unless,

(1) The source of the dog is registered and in good standing with the American Kennel Club. The Retail Pet Stores placing the animal for sale must acquire the animal from the original breeder/owner which is registered and in good standing with the American Kennel Club. Proof regarding standing with the American Kennel Club must be provided to the buyer at the time of purchase;

(2) The dog or cat is current on all required vaccinations. Proof of the vaccination status must be provided to the buyer at the time of purchase;

(3) All animals sold at Retail Pet Stores shall be microchipped and registered to the new owner.

(B) It shall be unlawful for any person to offer for sale any dog or cat at or on any street, public right-of-way, parkway, median, park, recreation area, outdoor market, booth, flea markets, roadside stand, temporary site or parking lot regardless of whether such access is authorized by the owner.

(C) Nothing in this section shall be construed to prohibit the provision of space to an animal rescue group or an animal shelter, as defined, to publicly showcase dogs or cats available for adoption; provided that the provider does not maintain an ownership interest in any of the animals offered for adoption or receive a fee for providing such space. Nor shall this section prohibit the display of dogs or cats as part of a state or county fair exhibition, 4-H program, or similar exhibitions or educational programs.

SECTION V: LMCO Section 91.999 is hereby amended as follows:

§ 91.999 PENALTY.

(B) *Civil penalty.*

(1) Any person cited for a civil offense under this chapter may be subject to a civil penalty. Any person cited pursuant to this subsection may pay the minimum civil penalty within seven days from the date of issuance or request a hearing of such penalty by the Code Enforcement Board ("Board") in accordance with §§ 32.275 et seq. If the person fails to respond to the citation within seven days as referenced above, the person shall be deemed to have waived the right to a hearing.

(2) Any person cited for a civil offense under this chapter, unless otherwise specified, shall be subject to a penalty of not less than \$150 nor more than \$1,000. Penalties for each subsequent offense shall be cumulated as multiples of the number of previous offenses.

(3)(a) Any person, firm, or corporation cited for a civil offense under § 91.141 shall be subject to a penalty of not less than \$500 for a first offense, \$1000 for a second offense and \$2500 for any subsequent offenses.

(b) In addition to the penalties provided for in § 91.999(B)(3)(a), the Director is authorized to enforce the provisions of this Chapter through declaratory, injunctive and other civil actions filed in any court of competent jurisdiction.

~~(3)~~(4) Notwithstanding any other provision of subsection (B) under this chapter, no violation shall constitute a civil offense, if the same conduct regulated by this chapter also constitutes a criminal offense under any provision of the Kentucky Revised Statutes.

~~(4)~~(5) The Director may waive or reduce any civil penalty set forth in this subsection (B) due to financial hardship or on the basis of income level, as the case may be, and/or (1) if the violator attends and satisfactorily completes an education or training course established under § 91.060, and/or (2) if the dog or cat is spayed or neutered, at the expense of the owner, as prescribed by the Director of Metro Animal Service.

SECTION VI: LMCO Chapter 91, Appendix A, is hereby amended as follows:

APPENDIX A: METRO ANIMAL SERVICES FEE SCHEDULE

<i>Type of License</i>	<i>Annual Fee</i>
Altered dog, cat or ferret license	\$10.00 (or \$27.00/3yrs, only when matched to triennial rabies vaccine)
Unaltered dog, cat or ferret license	\$60.00
Transfer of pet license mid-year	\$5.00
Potentially dangerous dog license	\$275.00
Dangerous dog license	\$500.00
Boarding kennel or cattery	0 - 5 runs and/or cages capacity; \$30.00
	6 - 25 runs and/or cages capacity; \$60.00
	26 - 50 runs and/or cages capacity; \$90.00
	51 - 75 runs and/or cages capacity; \$120.00
	76 - 100 runs and/or cages capacity; \$150.00

	101 + runs and/or cages capacity; \$180.00
Class A kennel or cattery	\$150.00 for 5 animals or less
Class B kennel or cattery	\$100.00 for 5 animals or less
Class C kennel	\$100.00
Multiple pet license	\$9.00 per animal up to 4 animals; \$8.00 per animal for 5 or more animals
Altered dog, cat or ferret belonging to a senior citizen (owner 65 years or older, two dogs, cats or ferrets per household)	1/2 of the normal dog, cat or ferret license fee, as set forth above
Pet shop <u>Retail pet shop</u>	\$125.00
Pet shop Retail Pet Shop (selling dogs, cats or ferrets)	\$300.00
Animal dealer (not selling dogs, cats or ferrets)	\$125.00
Animal dealer (selling dogs, cats or ferrets)	\$300.00
Circus	\$125.00
Circus with elephant rides	\$200.00
Theatrical exhibition	\$125.00
Riding or boarding stable	\$125.00

Type of License	Annual Fee
Animal drawn vehicle (one license per company)	\$125.00
Wildlife permit	\$125.00
Swine permit	\$10.00
Animal rescue organization and humane organizations	\$10.00
Miscellaneous	Fee
Late fee when license is more than 30 days overdue	\$15.00 plus 15% of the license fee per annum overdue
Small trap deposit	\$50.00
Large trap deposit	\$200.00
Trailer and corral charge	\$50.00 per trailer or corral used
Postage and handling for mail-in applications	\$0.50
Bark collar deposit	\$75.00
Bark collar usage	\$15.00
Microchip	\$25.00
Redemptions and Boarding	Fee*
Licensed domestic pets	\$15.00 plus \$10.00 per day
Unlicensed domestic pets	\$30.00 plus \$10.00 per day
Quarantine domestic pets	\$40.00 plus \$15.00 per day
Quarantine dangerous or potentially dangerous dog	\$100.00 plus \$25.00 per day

Impoundment	\$25.00
Livestock-large animals	\$50.00 plus \$15.00 per day
Livestock-small animals	\$10.00 plus \$5.00 per day
Incurred surgical, medical, diagnosis and veterinary treatment expenses must be added to redemption and boarding fees as determined by Metro Animal Services	

<i>Surgical, Medical and Veterinary Treatment</i>	
Vaccination (may be a voucher)	
(DHPP, FVRCP)	\$20.00 each
(Rabies)	\$8.00
(Bordetella)	\$10.00
Parasitic examination and/or treatment (may be a voucher)	\$15.00
Other medical and surgical treatment and/or diagnosis	Variable
<i>Violation Notice</i>	
<i>Fee for Each Violation</i>	
First violation notice	\$30.00
Second violation notice	\$60.00
Third violation notice	\$120.00
Fourth and subsequent violation notice	\$250.00
<i>Adoptions</i>	
<i>As determined by Metro Animal Services</i>	
Spay/neuter voucher	\$100.00 minimum
Spay/neuter rebate certificate	\$35.00

SECTION VII: This Ordinance shall take effect three (3) months upon passage and approval or otherwise becoming law.

 Sonya Harward
 Metro Council Clerk

 Markus Winkler
 President of the Council

 Craig Greenberg
 Mayor

 Approval Date

APPROVED AS TO FORM AND LEGALITY:
Michael J. O'Connell
Jefferson County Attorney

BY: _____

O-193-23 Animal Ordinance Amendment LR 09-28-23



**THE HUMANE SOCIETY
OF THE UNITED STATES**

Louisville Metro Council
601 W. Jefferson Street
Louisville, KY 40202

August 15, 2023

Chairman Ackerson, Vice Chair Reed and distinguished members of the Public Safety Committee:

On behalf of our thousands of supporters in Kentucky, I am writing to express the Humane Society of the United States' **full support** for the proposed ordinance prohibiting the retail sale of dogs and cats in pet stores and outdoor venues such as flea markets and parking lots in Louisville.

As of this writing, [472 localities](#) across the country – as well as seven states – have enacted similar laws to protect pets and pet owners in their community. These localities include both Elizabethtown and Radcliff, KY, and Shepherdsville has already expressed an interest in proposing a similar ordinance thanks to Councilman Benson's leadership in bringing this issue to the forefront.

Recent stories from [WAVE](#) and [WDRB](#) highlight that this is an issue that hits close to home for pet owners in Louisville and surrounding areas. It is a well-documented fact that the vast majority of pet store puppies come from puppy mills, which are primarily located in the Midwest. Pet stores simply cannot fill their cages with 8-week-old puppies of the most desirable breeds and mixes of the day from any other source. As a result, it is unsurprising when many of the puppies in puppy-selling pet stores become sick within days (if not hours) of arriving home with their new families, as happened to the families highlighted in both the WAVE and WDRB stories.

Even while there are some pet stores in Louisville that engage in the retail sale of puppies, a vast majority of your local stores – such as Feeders Pet Supply, Sandy's Pet Shop, and others – do not engage in this business model, instead focusing on selling pet products and services such as grooming and partnering with local shelter and rescue groups to showcase pets that are up for adoption. Nothing in this ordinance will impact this model – in fact, the ordinance encourages more pet stores to adopt this approach.

Moreover, this ordinance will not impact responsible breeders, as responsible breeders would never sell their puppies or kittens to a pet store or at events like flea markets. Instead, responsible breeders will encourage potential buyers to visit the property where the animals and their parents are raised so they can meet the buyers in addition to the buyers being able to see the conditions of the property for themselves. Residents will still be able to obtain the pet of their choice by adopting from a local shelter or rescue or seeking out a responsible breeder.



**THE HUMANE SOCIETY
OF THE UNITED STATES**

This ordinance is a vital tool in addressing pet overpopulation in the community while supporting responsible pet businesses and pet owners. For these and other reasons, I hope that you will enact this ordinance into law. Thank you for your time and consideration.

Sincerely,

Todd Blevins
Kentucky State Director
tblevins@humanesociety.org

Enclosure:

- Letter of Support from local Humane Businesses/Animal Welfare Organizations
- Ordinance fact sheet

Cc: Councilman Stuart Benson

Louisville Metro Council
601 W. Jefferson Street
Louisville, KY 40202

Re: Support for the Louisville Puppy Mill Ordinance

Mayor Craig Greenberg and Louisville Metro Councilmembers:

The following organizations and businesses would like to express their full support for an ordinance that prohibits the sale of puppy mill puppies and kitten mill kittens in Louisville pet stores and outdoor spaces such as flea markets and parking lots. This ordinance would stop pet stores in Louisville from importing sick and unsocialized puppies and kittens for sale to unsuspecting consumers for hundreds or even thousands of dollars. It would instead drive the pet market towards humane sources like shelters, rescues, and responsible breeders.

This list will be updated with additional endorsers as received.

*Organizations, Businesses, Representatives, and Professionals in support of O-193-23:
Based in Louisville

Humane Pet Businesses

- Lucky Cat Café*
- PG&J's Dog Park Bar*

National Animal Welfare Organizations

- The Humane Society of the United States
- Bailing Out Benji
- Best Friends Animal Society

Animal Welfare Organizations in Kentucky

- The Arrow Fund*
- Catheads Kitty Rescue*
- Ethan's Rescue Pet Project
- GRRAND*
- Kentucky Animal Action*
- Kentucky Coalition for Animal Protection
- Making a Difference Now
- My Dog Eats First*
- No Kill Louisville*

- Pit Bulls of St. Francis Dog Rescue*
- Shamrock Pet Foundation*

SUPPORT LOUISVILLE'S PUPPY MILL ORDINANCE



The puppy mill ordinance will phase out the sale of puppies and kittens in pet stores and outdoor markets.

This ordinance will protect animals and consumers while promoting humane businesses and pet sources.

- Seven states and over 470 localities, including **Elizabethtown (KY), Radcliff (KY), Indianapolis (IN), and Nashville (TN)** prohibit the sale of dogs and cats in pet stores.
- These pet store laws have shrunk demand for puppies bred in cruel conditions, with public records showing that **32,000 fewer breeding dogs are now caged in USDA-licensed puppy mills** than ten years ago.
- Ten states and several cities, including Philadelphia, Boston, and Houston, prohibit the sale of dogs and cats in parking lots, flea markets and other outdoor venues.

THE PROBLEM WITH PUPPY-SELLING PET STORES

Puppy-selling pet stores pose numerous, unique issues for animals and consumers, including:

- **Puppy mills:** Public records show that a majority of puppy-selling pet stores source from puppy mills with terrible animal welfare records. Neither federal nor state law requires humane treatment of breeding dogs.
- **Cruel Pipeline:** Pet store puppies are born into cruel and unsanitary conditions, taken from their mothers at just 7-8 weeks old, crammed into cages and trucked across the country in close proximity to other stressed and sick puppies, and then placed in pet store cages to be handled by inexperienced staff and consumers.
- **Misleading sales tactics:** Pet stores sell puppies for thousands of dollars with false promises of humane, regulated breeders and healthy, socialized puppies when this is rarely true.
- **Sick puppies:** The HSUS, government agencies, veterinarians, and online platforms receive a constant stream of complaints from consumers who ended up with sick pet store puppies, high veterinary bills, and sometimes the heartache of their new pet dying. [Louisville pet stores](#) are no exception.
- **Zoonotic disease:** The American Medical Association and the CDC have warned of the health risks posed by pet store puppies, noting that antibiotic-resistant infections continue to cause illness to people.
- **Predatory lending:** Pet stores often push financing options on customers with promises of low or no interest rates, but consumers have ended up with interest rates as high as 198%.
- **Pet overpopulation:** Puppy stores exacerbate pet overpopulation by selling sick and unsocialized puppies to unsuspecting consumers and impulse purchasers who often relinquish them to local shelters and rescues.

THE HUMANE ALTERNATIVE

The ordinance will drive the market to pet sources that are better for animals and families and to pet stores that do not sell puppies but rather offer pet owners all the products and services they need.

- Residents will be able to obtain the pet of their choice by adopting from a local shelter or rescue or seeking out a responsible breeder who sells directly to the public.
- The massive retail pet industry (\$136 billion and counting) is dominated by the sale of pet products and services, indicating stores can remain profitable without selling puppies.

Pet Store Industry Trends

The pet store industry repeatedly states that a pet products and services model is the key to retail success. Pet stores that sell puppies are an outlier in their own industry.

According to the [American Pet Products Association](#):

- Americans spent \$136 billion on their pets in 2022 with pet food, products, and services dominating.
- Dog and cat sales were not tracked for the fourth year in a row, indicating they are no longer a significant percentage of pet store sales.
- Continued growth is expected as 33% of millennials own pets—more than any other age group.

According to [Pet Business Magazine](#), of the top 30 pet retailers in North America *only one* (Petland) sells puppies. “Despite an ongoing pandemic, turbulent economy, supply chain disruptions, and increasing competition” many on the list achieved “impressive growth over the past year.” In fact, more than half of the top retailers expanded in 2021.

According to [Morgan Stanley](#), the pet industry is “poised to nearly triple to \$275 billion by 2030 thanks to a surge in new owners, favorable demographics and increased per-pet spending.” Pet owners, especially younger ones, are spending incrementally more on pet products and services and that growth will likely continue.

According to the [World Pet Association](#), in 2019 pet stores that only sold dry goods reported more total revenue per square foot (\$403) than those that sold animals (\$246).



Local Humane Pet Stores

Dozens of local pet shops prove that selling puppies is not necessary to run a thriving store, including:

- **Feeders Pet Supply:** This local chain, headquartered in Louisville, provides a variety of pet supplies and services for furry, scaly, and feathered friends. Boarding, professional grooming, dog training, and a pet care clinic are only some of the services offered by this growing business.
- **Sandy's Pet Shop:** This Louisville store prides itself on being family owned and operated for over 3 decades. Sandy's has a staff of experienced pet owners, many who have worked there for years, to help find exactly what a pet needs. In addition to a vast aquatics section, Sandy's stocks an array of brands for many species.
- **The Dog Shop:** This boutique store in the Nulu District caters to the dog moms and dads. Colorful dog accessories line the walls with human-sized t-shirts, hats, and bags to match. Their beautifully curated items also be found on their website where they list rescue partners and sponsored community events.
- **Bourbon City Barkery:** This store takes canine-friendly baking to another level with custom cakes and cookie boxes for dogs of all ages and sizes. While the store stocks up on both baked goods and a variety of pet toys and accessories, this “barkery” also wholesales their treats made from human-grade ingredients.
- **Pet Wants:** By specializing in making its own balanced, fresh, and small batch pet food, Pet Wants has set itself out from the rest. Free local delivery is available for this store's multiple dog and cat food blends, in addition to natural pet health products like anti-itch spray, healing salve, and more.
- **PetSmart and PetCo:** Both large chains have stores in the Louisville area and have never sold dogs or cats. They offer a wide range of products and services and partner with shelters and rescues to showcase adoptable pets. Adoption event days are often their most profitable, with adopters buying everything they need for their new pet, often spending 5 times more than the average shopper.



Noble, Jeffrey

From: Jeff & Nancy Cavalcante <cavalclan@msn.com>
Sent: Tuesday, August 15, 2023 8:15 AM
To: Ackerson, Brent
Cc: Noble, Jeffrey; staurt.benson@louisvilleky.gov
Subject: 0-193-23

CAUTION: This email came from outside of Louisville Metro. Do not click links, open attachments, or give away private information unless you recognize the sender's email address and know the content is safe.

Brent,

Thanks for the town hall meeting. I had a good conversation with the Sargent from animal control. He informed me that there are only two animal control officers so that currently there are no inspections happening for small scale breeder homes. That does not jibe with the idea of stopping puppy mills.

This proposed ordinance seems misguided to me. If all retail sales of puppies are banned in the county all I need to do is go across the river to get a one. There are advertisements in the classified ads daily. People are now beginning to offer puppies for sale on the next-door neighbor app as well. My first read of this ordinance is it is anti-business more than anything. If you google pet stores that sell animals you get a list of eighteen businesses that will be affected by this ordinance. All they have to do is move their business outside of the county and this ordinance has no meaning.

I question how it will affect the puppy mills at all. It means I will need to drive a little farther to get a puppy or perhaps get one from the puppy black market. Yes, people steal dogs to resell. It will affect people who might not have transportation to get out of the county.

This ordinance should be designed to push retail stores into self-regulation not out of the county. It should require retailers to be completely transparent about where their animals come from. Perhaps incentives to work with local, licensed breeders or to offer rescue dogs that come with support services offered by the retailer. Breeders who wholesale animals for retail sell in the county should have to register and get a license. These are things that would promote business and positive growth in the pet retail business.

Consumer education is also a positive growth key. Do we offer a resource on how and where to pick a certified and licensed breeder? Not all people are rescue-dog people. Do we offer courses or seminars on pet ownership. How do we work with retailers to do this if we don't give them the option of selling retail animals.

If puppy mills are the problem then we should be aggressively making sure none exist in the county not making it harder to get a puppy.

This ordinance appears to be a rewrite on the existing ordinance with the emotion of the ASPCA added. We should think outside the box to positive growth not negative restriction.

How will we be a world class city if the word on the street is that we don't like pets. We don't even let them be sold here.

This ordinance generated a lot talk in our spiderweb groups and I wish to thank you for allowing me to comment. I do not ask for a reply but do ask you put my comments into your thoughts as you discuss this ordinance.

Sincerely,
Jeff Cavalcante

a

From: [Benson, Stuart](#)
To: [Metro Council Personnel](#)
Subject: FW: Humane Pet Store Ordinance
Date: Friday, September 8, 2023 4:41:18 AM

Hello all,

Ms. Carpenter is a former employee of puppy gram and has given me permission to share this information with you.

Angela Webster

From: momwith6boyz <momwith6boyz@yahoo.com>
Sent: Tuesday, September 5, 2023 12:16 PM
To: Webster, Angela <Angela.Webster@louisvilleky.gov>
Subject: RE: Humane Pet Store Ordinance

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I actually just spent the last hour looking for pictures of the puppies on my phone and found quite a few. I remember specifically some of those puppies dying. I will attach pics of the ones I know died and the Beagle that my friend and I nursed back to health before finding her a home. The Beagle puppy was a puppy that Miles bred himself.

Sent via the Samsung Galaxy S9, an AT&T 5G Evolution capable smartphone

----- Original message -----

From: "Webster, Angela" <Angela.Webster@louisvilleky.gov>
Date: 9/5/23 9:39 AM (GMT-06:00)
To: momwith6boyz <momwith6boyz@yahoo.com>
Subject: RE: Humane Pet Store Ordinance

Could you share any information about the broker's name, any pictures you may have taken during the course of your employment?

Angela Webster

From: momwith6boyz <momwith6boyz@yahoo.com>
Sent: Tuesday, September 5, 2023 10:26 AM
To: Webster, Angela <Angela.Webster@louisvilleky.gov>
Subject: Humane Pet Store Ordinance

CAUTION: This email came from outside of Louisville Metro. Do not click links, open attachments, or give away private information unless you recognize the sender's email address and know the content is safe.

Dear Ms Webster,

I am writing in support of the humane pet store ordinance. My name is Jina Carpenter and I currently reside in Gulfport, MS. Previously to moving here, I lived in Indiana and **was employed by Miles Handy (the current owner of Puppygram)** as a store manager both at his Pet Supplies Plus and Pet's Choice pet stores. I was employed off and on from Dec of 2015 till around March of 2019, I believe. During my employment at Pet Supplies Plus, the only animals in the store were pets being offered for adoption through the local humane society or a rescue group. Once the store closed down and he opened Pet's Choice, he began to sell puppies. My responsibilities included opening and closing, training staff, making deposits, inventory and, of course, providing care for the many puppies that were for sale.

When I first began working for Miles, I drove to another part of the state and purchased a few black and yellow Labs. The breeder was a legitimate breeder and I could tell the puppies and parents were well cared for. When citizens made complaints or questioned where the puppies came from, I openly defended him because I had seen where the Labs came from. It wasn't long after that I became aware of the fact that **he was using a "broker" to purchase puppies from puppy mills and it disgusted me.** My only recourse for making up for the puppies who lost their lives or to stop it from continuing is by speaking up now. Please do not get me wrong! I have spoken up for years and brought to light that the puppies were being mistreated, however, now I hope that by speaking out, I can truly change the course of the lives of the other puppies in his care or in other pet store's care.

As puppies began to arrive from puppy mills, I began to realize the enormity of what was taking place. When puppies arrived, we would get a sheet of the "merchandise" much

like what you get at a retail store. Only our "merchandise" needed cared for and protected. **Many of the puppies we got did not have birth dates for or any record of immunizations. We were instructed to make up a date that would put them at the age of between 6 and 8 weeks and to then falsify their immunization record according to when they would have had immunizations based on their birthday.** I complied although I did not feel good about it because I cared for those puppies and wanted them to be in loving homes. **We were often questioned about immunization records by potential customers about their immunizations, birthdays and overall health and we lied.** Puppies did receive immunizations from Miles but not in the correct way. **He loaded them up on antibiotics to have them appear healthy knowing that they were, in fact, very sick and refused them Vet care.** The puppies were also not fed correctly. All the puppies were only fed between a 1/4 cup to a cup of food a day according to their breed. It was not enough to sustain them and the puppies weights and appearance were often brought up by potential customers. He said he did not pay enough for a puppy to pay the cost of Vet care because he would lose money. Miles paid anywhere from \$300-\$600 depending on their breed and charged anywhere from \$800-\$2300 for those puppies. While I was employed by him, he made anywhere from \$45,000-\$60,000 a month solely on the sale of puppies. Because he owes his ex wife money, the stores are in his wife, Molly's, name.

I personally witnessed about a dozen puppies dying in cages in the back of the store. At any given time, **there were approximately 45-60 puppies in the store and the majority of them were sick and never treated by a Veterinarian.** Each time I asked him if I could take them to the Vet, he refused them care. I took a Beagle puppy to my own home and my roommate and I nursed her back to health before finding her a loving, permanent home. I made arrangements to give a Yorkie puppy to a friend who was going to take her to the Vet, however, before I was able to follow through, Miles made me give her to the guy who cared for his own litters. She ended up dying. Many dogs of many breeds died alone in a cage at the back of the store and there was nothing I could do to save them. On my last day there, another puppy was dying and I was determined to stop what was going on at Pet's Choice. I closed early, locked the door and went to the police dept. I was told by an officer that dispatch would contact the local Kokomo humane society. Previously, Miles had managed to make it to where the humane society was not allowed access to the store if he refused entry. However, I had a key and I was going to allow them full access but noone ever called me. I never went back.

It is imperative that we protect these animals! I stayed as long as I did because I knew that as long as I was there, the puppies were properly cared for. I cannot stress enough

that the laws need changed. Puppy mills should not be allowed to exist and for those puppies to be sold and mistreated in pet stores. I am joining this fight in order to ensure that this is not allowed to continue and to know that those puppies lives that were lost were not lost in vain. I owe it to them to be their voice. I will carry that memory with me forever and I beg of you to please make the changes that need to be made so that no more puppies die in cages in the back of a store alone and starving! I ask you to **please pass the humane pet store ordinance and please do it now!** Thank you for your time! I would be happy to answer any questions you may have.

Jina Carpenter

Sent via the Samsung Galaxy S9, an AT&T 5G Evolution capable smartphone

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9/14/23



Louisville City Council
Public Safety Committee Testimony for 9/19/23

Honorable Councilmembers,

I was hopeful I would be able to speak on September 19 as there has been much said and I believe it is critical to hear from the businesses this regulation would severely impact. That being said, I appreciate your time and consideration of this matter. My name is Elizabeth Kunzelman and I oppose a retail pet sale ban.

Petland is a family business. My father opened the first Petland in 1967 because he loves pets and wanted to connect people with healthy animals.

Petland has 100 stores in the United States and most are independently owned and operated small businesses. Our franchisees that have signed a lease in Louisville are experienced small business owners who have already invested in the Louisville community. They have relocated their manager and his wife and children from out of state to Louisville and the children have just started school. This manager has 15 years experience managing a Petland store and has proven his dedication to the highest standards of animal welfare.

Our business model is selling pets, not supplies. We cannot compete on supplies alone with big box chains like PetSmart and Petco, who each have about 1500 stores. We know this because bans have forced the closure of stores in Illinois, Texas and Florida. The Louisville store will feature puppies and puppy supplies. They cannot survive if a ban is put in place.

Full Transparency

Our franchisees provide complete transparency to the customer. We provide an opportunity for consumers to socialize a puppy, find the right breed and get full transparency about where the puppy came from. The customer receives their first vet visit free. And we have a comprehensive health warranty – 14 day bacterial or viral protection and a 2 year congenital and hereditary warranty. All puppies are microchipped and enrolled in a national database. If you buy a puppy elsewhere you don't have those consumer protections or recourse if something goes wrong.

Our Breeders

Our stores get their puppies from USDA licensed breeders with no direct violations on their inspection reports for the previous two years. They adhere to local, state, and federal regulations and hold themselves to even higher standards by supporting Purdue University and their Canine Care Certified program.

Canine Care Certified is a nationwide, voluntary program that addresses the health and overall welfare of dogs in the care of breeders in the United States. It is the only program that not only incorporates measures of the physical health of dogs and puppies raised by breeders, but also strongly emphasizes their behavioral well-being.

Breeders seeking to be certified must meet or exceed rigorous standards for physical and behavioral welfare in areas such as nutrition, veterinary care, genetic screening housing, handling and exercise.

Petland has committed to only sourcing from Canine Care Certified breeders once enough have been certified, which we anticipate will be in next year or two.

And to follow up on my previous letter regarding USDA standards, it's also important to note that several states where there are multiple licensed breeders have higher regulations, like Missouri and Ohio.

- Two-high stacked kennels are illegal in both Missouri and Ohio.
- Thin-gage wire flooring is illegal in both Missouri and Ohio.
- In Missouri and Ohio, dogs must also have continual access to outdoor space
- In Missouri and Ohio, the kennel space requirements are 3 times the size as USDA.

Animal Rights

Because our business involves animals, it's no surprise that animal rights groups such as the Humane Society routinely attack our company.

The truth is these animal activists don't want pet stores to exist and it has nothing to do with where we source our animals.

Cancel culture activists promote and push retail pet sale bans to eliminate "mills." However, not a single "puppy mill" that was closed due to the passage of any pet store ban. It does not solve the puppy mill problem.

The Truth about Retail Pet Store Bans

Activists boast about how many bans they have passed. But the fact is, of the 428 bans passed through April of 2022, only 101 of those municipalities actually had pet stores that sold pets (24%). So only 101 had any opposition.

Instead, pet store bans actually promote the use of underground pet trading - we know this because it's what happened in California after they banned pet stores - 93% of the stores selling puppies went out of business; 17 of the 21 animal and consumer protection provisions were eliminated and reported puppy scams increased by 350%.

Illinois also passed a statewide ban and within 2 months of it going into effect, 5 of our stores closed as did many other small independent businesses. Banning pet stores doesn't stop puppy mills, it fuels them. Yes there has been more than

Yet banning accountable, brick & mortar small businesses like Petland continues to be the only solution to puppy mills offered by HSUS. For them, the goal is not about puppy mills, it's about the total elimination of private animal ownership: from pets, to cattle, to pigs, to service animals of all kinds.

We believe regulation is a more responsible route. Louisville can require specific documentation on puppies sold, conduct inspections, require pet stores to become licensed with the city. They can regulate them, without putting small businesses out of business. Louisville can also go after local puppy mills by creating breeder regulations. These are paths forward that actually will have an impact.

We are happy to work with you on a sensible solution.

Thank you again for your time and consideration and I urge you to please reconsider a retail pet sale ban.

WHAT IS CANINE CARE CERTIFIED?

Developed and administered by researchers at the Center for Canine Welfare at Purdue University, *Canine Care Certified* (CCC) is a voluntary program that certifies professional dog breeders in the standards of care and overall health and well-being they provide for animals.

Canine Care Certified goes above and beyond existing state canine care standards and regulations. It's the only program that measures the physical health and well-being of dogs and puppies as well as the behavior and overall quality of life for animals raised by professional breeders.



Canine Care Certified provides additional measures of assurance that a dog or puppy is raised in an environment that positions the animal for success in transitioning to home life. *Canine Care Certified* breeders adhere to heightened standards for care, as designated under the following five pillars of care:



Physical Health

- Surgeries only by a veterinarian
- Genetic testing and health screening
- Comprehensive physical health plans (preventative and treatment)
- Regular dental
- Regular grooming



Environment

- Enhanced quality and quantity of space
- Unfettered daylight access to outdoors
- Access to multiple flooring surfaces
- Mandatory enrichments
- No stacked housing



Behavioral Health

- Scientific behavior monitoring
- Socialization requirements for parent dogs and puppies
- Behavioral wellness plan (prevention and treatment)
- Positive caretaker interaction
- Exercise



Breeding Life & Retirement

- Retirement and/or rehoming
- Breeder dog age limits (onset and termination)
- No convenience euthanasia
- No sale of retired dogs for research
- Limits on litter numbers



Caretaker Expectations

- Mandatory education (including animal welfare)
- Mandatory compliance with best practices
- Third-party audit participation
- Low-stress handling
- Transparency



Why does it matter?

Professional breeders have an ethical obligation to raise dogs and puppies responsibly. In the past, dog breeding was focused on ensuring the health and safety of dogs and puppies, with less consideration given to behavioral care, such as socialization, enrichment and exercise.

When consumers choose a dog or puppy raised by a professional breeder, they have the right to expect that the environment in which the animal has been raised promotes the health and well-being of both puppies and the parent dog. Further, they should have equal confidence that the animals have been raised in an environment that helps them to transition their homes and their lives.

Canine Care Certified delivers this reassurance through a rigorous, science-based approach backed by one of the nation's leading schools of veterinary medicine. The high standards and oversight developed by highly-respected, independent experts matter. In fact, in a recent survey of dog owners and prospective dog owners more than 60% of those surveyed find it important that the dog they bring home has been certified by a third-party organization promoting standards of care above and beyond state and federal guidelines beyond the pet store/breeder/rescue group.



How is Petland supporting Canine Care Certified?

Petland is proud to support the CCC program through our *Your Trusted Source for Your Trusted Friend* initiative. *Your Trusted Source for Your Trusted Friend*, is our commitment to bringing together healthy, happy dogs and the people who love them.

Under the *Your Trusted Source for Your Trusted Friend* banner, Petland will launch a comprehensive campaign to build awareness of and participation in *Canine Care Certified*.

- Petland will financially support Purdue in its development and implementation of the certification.
- We will go beyond urging breeders to get certified and help make it possible by providing grants that help remove financial barriers to becoming *Canine Care Certified*. Our goal: Achieve, over time, a network of breeder partners that is 100% Canine Care Certified.
- We will promote the *Canine Care Certified* program in our internal and public communications to build interest and raise awareness of what CCC offers.
- Petland will educate consumers on the *Canine Care Certified* program and why it matters to create consumer support and demand for this standard. Doing so will recognize those breeders who have achieved this certification and show those not yet certified that there is a benefit and a demand.
- Petland will engage with our breeder partners and actively encourage participation.



BREEDER FACILITIES AND SOCIALIZATION SPACE

PLENTY OF RUNNING SPACE FOR PLAYTIME



FREQUENT SOCIALIZATION



OUTSIDE RUNS WITH ACCESS TO PLAY YARD



OPEN ACCESS KENNELS AND AMPLE SOCIALIZATION



ENRICHMENT OBSTACLES



NURSERY WITH ACCESS TO FOOD, WATER AND OUTDOORS



HEATED FLOORS FOR COMFORT

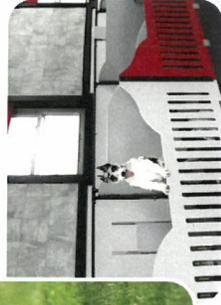


WHERE OUR PUPPIES
COME FROM



Licensed Professional Breeders

Puppy Mills



- Professional Breeders are USDA licensed and inspected
- State licensed where required and often AKC inspected
- Must comply with the federal Animal Welfare Act
- Mandatory record keeping of Veterinarian visits, health checks, vaccinations and kennel protocols
- Mandatory housing covering soundness of construction, ventilation, temperature, adequate size, flooring, walls and safe surfaces
- Mandatory exercise, feeding, watering and sanitized environment
- There are approximately 2,500 licensed, regulated breeders in the United States
- Properly trained staff
- Mandatory documentation of pet history
- Mandatory animal identification

- Unlicensed and uninspected
- Not a legal operation
- Very little if any accurate breed record
- No Veterinarian care
- Poor housing
- Poor sanitation
- Horrific conditions, dogs exposed to elements, no exercise nor socialization
- Little to no staff and not trained
- There are approximately 8,000 unlicensed & unregulated breeders in the United States

There is simply no comparison between a Licensed Professional Breeder and a puppy mill!

From: Elizabeth Kunzelman <Elizabeth.Kunzelman@petlandinc.com>
Sent: Monday, September 11, 2023 10:07 AM
To: Owen, Andrew <Andrew.Owen@louisvilleky.gov>; Ackerson, Brent <Brent.Ackerson@louisvilleky.gov>; Seum JR, Dan <Dan.Seum@louisvilleky.gov>; Hudson, Jeff <Jeff.Hudson@louisvilleky.gov>; Rashad, Kumar <Kumar.Rashad@louisvilleky.gov>; Flood, Madonna <Madonna.Flood@louisvilleky.gov>; Reed, Scott <Scott.Reed@louisvilleky.gov>; Hawkins, Tammy <Tammy.Hawkins@louisvilleky.gov>
Cc: Harward, Sonya <Sonya.Harward@louisvilleky.gov>
Subject: Pet Sale Ban Ordinance: Response to Nina Scott testimony regarding USDA

CAUTION: This email came from outside of Louisville Metro. Do not click links, open attachments, or give away private information unless you recognize the sender's email address and know the content is safe.

Honorable Councilmembers, Public Safety Committee,

My name is Elizabeth Kunzelman and I am the vice president for legislative and public affairs at Petland. I am writing to you to address some of the inaccurate testimony provided on August 29 by Nina Scott regarding the current USDA standards of care.

Petland agrees that the standards should be higher and to that end, we work with breeders that go way above the minimum standards set by the Animal Welfare Act and support the Canine Care Certified program from Purdue University's College of Veterinary Medicine. But the fact remains that the USDA does have comprehensive licensing and inspection guidelines that are available for the public to read.

Below are some of Ms. Scott's statements and the facts regarding those claims.

- ***"Hard to regulate and enforce standards"*** – The USDA inspection team does a pre-license inspection and then conducts unannounced inspections about once a year. If there is an urgent situation that needs addressed, they conduct additional inspections. There is a system for issuing a range of violations from paint peeling on a building to plaque on a dog's teeth. These violations and inspection reports are publicly posted on the USDA website.
- ***"Confine dogs in cages 24/7 their entire life, they don't ever have to let them outside or get breaks"*** – The Program of Veterinary Care, provided by the veterinary, requires specific and regular exercise. See attached *Animal Care Tech Note – The Attending Veterinarian* – which provides an Exercise Plan for Dogs form for attending veterinarians.
- ***"They don't have to be covered for inclement weather"*** – There are very specific temperature ranges for indoor and outdoor shelters and access to shelter guidelines. (See attached *Animal Care Tech Note – Temperature Requirements for Dogs*) and below:
 - Section 3.4 b. Shelter from the elements. Outdoor facilities for dogs or cats must include one or more shelter structures that are accessible to each animal in each outdoor facility, and that are large enough to allow each animal in the shelter structure to sit, stand, and lie in a normal manner, and to turn about freely. In addition to the shelter structures, one or more separate outside areas of shade must be provided, large enough to contain all the animals at one time and protect them from the direct rays of the sun. Shelters in outdoor facilities for dogs or cats must contain a roof, four sides,

and a floor, and must: 1. Provide the dogs and cats with adequate protection and shelter from the cold and heat; 2. Provide the dogs and cats with protection from the direct rays of the sun and the direct effect of wind, rain, or snow; 3. Be provided with a wind break and rain break at the entrance; and 4. Contain clean, dry, bedding material if the ambient temperature is below 50 °F (10 °C). Additional clean, dry bedding is required when the temperature is 35 °F (1.7 °C) or lower.

- ***“No vet care”*** – A licensed breeder must have an attending veterinarian to provide vet care to his/her animals, provide a Program of Veterinary Care and have regularly-scheduled visits to the facility. Every dog must have an annual hands-on veterinarian examination. (See attached *Program of Veterinary Care* and *The Attending Veterinarian*)
- ***“Packed tightly in cages, limb deformities and bites, sometimes their limbs can come off”*** – USDA requires breeders and brokers to have enclosures that protect dogs from injury, safely contain them and maintain compatible grouping with dogs so they are not distressed.
 - Section 3.1 a. Structure; construction. Housing facilities for dogs and cats must be designed and constructed so that they are structurally sound. They must be kept in good repair, and they must protect the animals from injury, contain the animals securely, and restrict other animals from entering.
- ***“No standards on stacking or wire, type of cage, meshing; Feces and urine drip through the stacked cages”*** –
 - Section 3.2 d. Interior surfaces. The floors and walls of indoor housing facilities, and any other surfaces in contact with the animals, must be impervious to moisture. The ceilings of indoor housing facilities must be impervious to moisture or be replaceable (e.g., a suspended ceiling with replaceable panels).
 - § 3.6 - Primary enclosures. Primary enclosures for dogs and cats must meet the following minimum requirements: a. General requirements. 1. Primary enclosures must be designed and constructed of suitable materials so that they are structurally sound. The primary enclosures must be kept in good repair. 2. Primary enclosures must be constructed and maintained so that they: i. Have no sharp points or edges that could injure the dogs and cats; ii. Protect the dogs and cats from injury; iii. Contain the dogs and cats securely; iv. Keep other animals from entering the enclosure; v. Enable the dogs and cats to remain dry and clean; vi. Provide shelter and protection from extreme temperatures and weather conditions that may be uncomfortable or hazardous to all the dogs and cats; vii. Provide sufficient shade to shelter all the dogs and cats housed in the primary enclosure at one time; viii. Provide all the dogs and cats with easy and convenient access to clean food and water; ix. Enable all surfaces in contact with the dogs and cats to be readily cleaned and sanitized in accordance with § 3.11(b) of this subpart, or be replaceable when worn or soiled; x. Have floors that are constructed in a manner that protects the dogs’ and cats’ feet and legs from injury, and that, if of 141 Animal Welfare Act, USDA PART 3 Subpart A Dogs & Cats 140 Part 3, Subpart A, § 3.6 mesh or slatted construction, do not allow the dogs’ and cats’ feet to pass through any openings in the floor;
- ***Breeders will kill dogs they don’t sell*** – Most breeders have a re-homing program with their customers and/or shelters desperate for pure bred dogs. Any euthanasia must be performed under the guidelines of the PVC.

As you can see, USDA licensed breeders are not the wild west.

The wild west are the unlicensed and unregulated commercial kennels and backyard breeders. They fly under the radar of any kind of regulation, inspection and enforcement. A retail pet sale ban will not touch them. Animal Rights activists promote and push retail pet sale bans to eliminate “mills.” However, not a single “puppy mill” has closed due to the passage of any pet store ban.

Our stores get their puppies from USDA licensed breeders with no direct violations on their inspection reports for the previous two years (Examples of violations are attached). They adhere to local, state, and federal regulations and hold themselves to even higher standards by supporting Purdue University and their Canine Care Certified program.

We believe implementing sourcing standards and protections is a logical, sensible option that not only prevents pet stores from buying from unregulated breeders, but also keeps small businesses open and keeps state consumer protections in place.

We stand ready to help discuss sensible solutions and ask that you please reconsider passing a retail pet sale ban.

Sincerely,

Elizabeth Kunzelman
VP of Legislative Affairs

—
Elizabeth Kunzelman
Vice President of Legislative and Public Affairs
Petland, Inc.
250 Riverside Street
Chillicothe, OH 45601
740-775-2464

Animal Care Tech Note

Daily Observation

Under the Animal Welfare Act, dealers, exhibitors, and research facilities must observe all animals daily to assess their health and well-being. This ensures prompt detection of disease or injuries and abnormal behavior, helping to improve outcomes and save time and money. For example, an animal that has a small laceration may only require minimal treatment. The same laceration observed several days later may be infected and require more extensive and expensive treatment with a higher risk to the animal's health and well-being.

Daily observations can be done by the attending veterinarian or someone else—the veterinarian's staff, the facility's staff, or the licensee or registrant—if there is a mechanism in place to convey timely and accurate information to the attending veterinarian.

Consistency Is Key

If you are the licensee or registrant, talk to your attending veterinarian to develop a method for conducting daily observations. Consider using tools like checklists to ensure all observations are consistent and effective. Maintain a list of what needs to be done regularly, such as facility repairs, nail clipping/grooming, giving medications, and other tasks. Use this "to-do list" for planning, care, and maintenance in addition to daily observations. Train your staff to follow the facility's protocol for conducting observations, documenting observations, and communicating with the attending veterinarian.

Tips for Effective Daily Observation

1. **Focus.** Make observing and assessing an animal's health and well-being a single and separate task. Don't combine it with other tasks or chores, or you could miss something important.
2. **Watch.** Carefully observe the behavior of each animal, each body part of the animal, and any feces or discharge for abnormalities.
3. **Support.** Take video and photographs of all abnormal or questionable observations. Keep a record of all contacts with the attending veterinarian, including animal identification; date; description of the problem; method used to contact the attending veterinarian (phone, text, email, visit); and the attending veterinarian's advice. Log daily observations in a notebook, binder, spreadsheet, or database.



Daily Observation Guidelines

When conducting daily observations, assess each animal's physical appearance, behavior, and environment. Consider handling the animal if safe to do so. If the animal is under veterinary care, assess the effectiveness of treatment. Below are questions to ask during daily observations.

Physical Appearance

- Is the haircoat normal? Is it glossy or dull? Are there signs of hair loss?
- Is the animal under- or over-weight? Can you see the ribs? Include weekly weight checks in the observation program.
- Is the animal scratching itself? Do you see scabbing, lumps, bumps, or parasites?
- Are their nails, claws, or hooves the proper length? Do you see any wounds or abnormalities?
- Do you see any calluses on their joints? Any signs of mobility problems or lameness?
- Are the eyes clear? Is there discharge or excessive winking or blinking?
- Are the ears and nose clean? Is there any discharge or buildup?
- Are the mouth, teeth, and gums clean? Is there visible buildup (tartar), bleeding, or injuries?



Behavior

- Is the animal acting and moving normally? Is its gait normal?
- Is the animal lethargic or acting sick, stressed, or bored?
- Does the animal's behavior change when you move closer or farther away? For example, does the animal act normally when you are close, but then limps, appears injured, or acts differently when you walk away?
- Is the animal huddling or shivering due to cold? Is it panting or laying stretched out due to heat?
- Does it appear to be eating and drinking? Is it eating and drinking enough?
- Is the animal's elimination habit abnormal, such as loose or irregular stool, vomit, and/or regurgitated food or water?

Environment

- Is the animal's environment and/or enclosure safe?
- Are environmental controls (temperature, humidity, shelter from elements) adequate for the species and the season?



Animals Under Veterinary Care

- Is the animal's health improving, about the same, or getting worse with treatment?
- If the animal's condition is getting worse, or the animal has completed treatment and not improved, is it time to call the veterinarian with an update?
- Are you documenting your observations and treatment plan?

For More Information

USDA APHIS Animal Care

2150 Centre Avenue, Building B

Mailstop #3W11

Fort Collins, CO 80526-8117

(970) 494-7478

animalcare@usda.gov

UNITED STATES DEPARTMENT OF AGRICULTURE
ANIMAL AND PLANT HEALTH INSPECTION SERVICE - ANIMAL CARE
EXERCISE PLAN FOR DOGS

7 U.S.C. Section 2143 requires the exercise of dogs. Title 9 Code of Federal Regulations Section 3.8 requires all licensees and registrants to develop, document, and follow an appropriate exercise plan for their dogs. In developing an exercise plan, providing positive physical contact with humans that encourages exercise through play or similar activities should be considered. If dogs are maintained without sensory contact with other dogs, they must be provided with positive physical contact with humans at least daily. Forced methods of exercise such as treadmills, swimming, or carousels are unacceptable for meeting the exercise requirements. The exercise plan must be approved by the attending veterinarian.

This form is optional for licensees/ registrants developing exercise plans per the regulations. Locally developed formats may be used if desired.

SECTION I - LICENSEE/REGISTRANT INFORMATION

1. NAME OF LICENSEE/REGISTRANT (first, middle initial, last):	2. USDA CERTIFICATE NUMBER:
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SECTION II - SPACE ALLOCATION DECLARATION

3. SELECT THE APPROPRIATE BOX THAT BEST DESCRIBES THE ALLOCATED SPACE FOR YOUR DOGS:

- A. My dogs are over 12 weeks of age (except bitches with litters) and are housed individually in a cage, pen, or run that provides at least two times the floor space required for each dog as described in 9 CFR 3.6(c)(1).
- B. My dogs are over 12 weeks of age and are housed in compatible groups in a cage, pen or run that provides, in total, at least 100 percent of the required space for each dog if it were maintained separately.

SECTION III - EXERCISE PLAN

4. FREQUENCY:

CONTINUED ON SEPARATE PAGE

5. METHOD:

CONTINUED ON SEPARATE PAGE

6. DURATION:

CONTINUED ON SEPARATE PAGE

SECTION IV - LICENSEE/REGISTRANT ACKNOWLEDGEMENT

I have read the regulatory requirements for a written exercise plan for my dogs and hereby establish this completed plan to fulfill them.

7A. SIGNATURE OF LICENSEE/REGISTRANT:	7B. DATE:
---------------------------------------	-----------

SECTION V - VETERINARIAN CERTIFICATION

I have read and approve this exercise plan.

8A. NAME, TITLE, ADDRESS, AND SIGNATURE OF VETERINARIAN:	8B. DATE:
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**INSTRUCTIONS FOR COMPLETING
APHIS FORM 7013, EXERCISE PLAN FOR DOGS**

This form may be typed or completed by hand. If by hand, please ensure all entries are legible.

Item 1: Enter the licensee's or registrants' full name.

Item 2: Enter the licensee's or registrants' USDA license/registration certificate number.

Item 3: Select the appropriate check box. Select (A) if the dogs are individually housed in a cage, pen, or run that provides at least two times the required floor space. Select (B) if the dogs are housed in compatible groups and the cage, pen, or run provides, in total, at least 100% the required space for each dog if housed individually.

Item 4: Describe the frequency in which the dogs are exercised (e.g., twice each day).

Item 5: Describe the method in which the dogs are exercised (e.g., the dogs are released into compatible groups of 6 dogs each into a 10'X10' exercise pen).

Item 6: Describe the duration of the exercise period (e.g., 30 minutes per session).

Item 7: The licensee or registrant must read the Acknowledgement Statement before signing and dating the exercise plan.

Item 8: The completed plan must be reviewed and signed by a veterinarian. To complete the form, include his or her full name, title, and address, and signature date.

The completed form is to be maintained at the premises and be available for review by APHIS personnel.

Privacy Act Notice

Authority: The Animal Welfare Act (AWA), 7 U.S.C. 2131 *et seq.*, and the regulations issued thereunder, 9 CFR parts 1 through 4; and the Horse Protection Act (HPA), 15 U.S.C. 1821 *et seq.*, and the regulations issued thereunder, 9 CFR parts 11 and 12.

Purpose: This system supports APHIS' administrative activities and enforcement of the AWA and HPA.

Routine Uses:

In addition to those disclosures generally permitted under 5 U.S.C. 552a (b) of the Privacy Act, records maintained in the system may be disclosed outside USDA as follows:

- (1) APHIS may disclose the name, city, State, license or registration type and/or status, or change of a license or registrant to any person pursuant to 9 CFR 2.38(c) and 2.127;
- (2) APHIS may disclose annual reports submitted to APHIS by licensees and research facilities to any person pursuant to 9 CFR 2.7 and 2.36;
- (3) APHIS may disclose inspection reports and other regulatory correspondence issued to licensees and registrants [from the agency] to any attending veterinarian in order to carry out duties under the AWA pursuant to 9 CFR 2.33 and 2.40;
- (4) APHIS may disclose the name, telephone number and other contact information, location, inspection reports, and regulatory and other correspondence of licensees, registrants, permittees, and applicants for the same, to appropriate Federal, foreign, State, local, Tribal, or other public authority agencies or officials, in order to carry out duties under the AWA or State, local, Tribal or other public authority on the same subject pursuant to 7 U.S.C. 2145(b);
- (5) APHIS may disclose inspection reports of licensees and registrants, and permit status, to any pet store or other entity that is required under State, local, Tribal, or other public authority to verify a licensee, registrant, or permittee's compliance with the AWA;
- (6) APHIS may disclose information to the National Academies of Sciences, Engineering, and Medicine, and any other research institution engaged or approved by the Department, to the extent APHIS deems the disclosure necessary to complete research and/or compile a report in furtherance of the Department's mission;
- (7) APHIS may disclose final adjudicatory AWA and HPA decisions or orders by an appropriate authority to any person;
- (8) APHIS may disclose to any person the name, city, and State or other information to the extent necessary for proper identification of persons (referred to as "Designated Qualified Persons" or "DQPs") that are or have been qualified to detect and diagnose a horse that is sore or otherwise inspect horses for purposes of enforcing the HPA and of horse industry organizations or associations (referred to as "HIOs") that have currently or have had in the past DQP programs certified by the USDA;
- (9) APHIS may disclose to any regulated horse owner, HIO, and other entities responsible for licensure or required to verify compliance with the HPA, HPA inspection findings and regulatory and other correspondence issued to persons or entities regulated under the HPA;
- (10) APHIS may disclose to any person the name, city, and State or other information to the extent necessary for proper identification of any person or entity who has been disqualified, suspended, and/or otherwise prohibited from showing or exhibiting any horse, or judging or managing any horse show, horse exhibition, horse sale, or horse auction under the HPA and the terms of such action;
- (11) APHIS may disclose to any person the name, city, and State or other information to the extent necessary for proper identification of any regulated individual or entity whose license or permit has been suspended, revoked, expired, terminated, or denied under the AWA and the terms of such action;
- (12) APHIS may disclose to appropriate law enforcement agencies, entities, and persons, whether Federal, foreign, State, local, or Tribal, or other public authority responsible for enforcing, investigating, or prosecuting an alleged violation or a violation of law or charged with enforcing, implementing, or complying with a statute, rule, regulation, or order issued pursuant thereto, when a record in this system on its face, or in conjunction with other records, indicates a violation or potential violation of law, whether civil, criminal, or regulatory in nature, and whether arising by general statute or particular program statute, or by regulation, rule, or court order issued pursuant thereto, if the information disclosed is relevant to any enforcement, regulatory, investigative, or prosecutive responsibility of the receiving entity;
- (13) APHIS may disclose to the Department of Justice when the agency, or any component thereof, or any employee of the agency in his or her official capacity, or any employee of the agency in his or her individual capacity where the Department of Justice has agreed to represent the employee, or the United States, in litigation, where the agency determines that litigation is likely to affect the agency or any of its components, is a party to litigation or has an interest in such litigation, and the use of such records by the Department of Justice is deemed by the agency to be relevant and necessary to the litigation; provided, however, that in each case, the agency determines that disclosure of the records to the Department of Justice is a use of the information contained in the records that is compatible with the purpose for which the records were collected;
- (14) APHIS may disclose information in this system of records to a court or adjudicative body in administrative, civil, or criminal proceedings when: (a) The agency or any component thereof; or (b) any employee of the agency in his or her official capacity; or (c) any employee of the agency in his or her individual capacity where the agency has agreed to represent the employee; or (d) the United States Government, is a party to litigation or has an interest in such litigation, and by careful review, the agency determines that the records are to be for a purpose that is compatible with the purpose for which the agency collected the records;
- (15) APHIS may disclose information from this system of records to appropriate agencies, entities, and persons when: (a) USDA suspects or has confirmed that there has been a breach of the system of records; (b) USDA has determined that as a result of the suspected or confirmed breach there is a risk of harm to individuals, USDA (including its information systems, programs, and operations), the Federal Government, or national security; and (c) the disclosure made to such agencies, entities, and persons is reasonably necessary to assist in connection with USDA's efforts to respond to the suspected or confirmed compromise and prevent, minimize, or remedy such harm;
- (16) APHIS may disclose information from this system of records to another Federal agency or Federal entity, when the USDA determines that information from this system of records is reasonably necessary to assist the recipient agency or entity in (a) responding to a suspected or confirmed breach or (b) preventing, minimizing, or remedying the risk of harm to individuals, the recipient agency or entity (including its information systems, programs, and operations), the Federal Government, or national security, resulting from a suspected or confirmed breach;
- (17) APHIS may disclose information in this system of records to USDA contractors and other parties engaged to assist in administering the program, analyzing data, developing information management systems, processing Freedom of Information Act requests, and conducting audits. Such contractors and other parties will be bound by the nondisclosure provisions of the Privacy Act;
- (18) APHIS may disclose information in this system of records to USDA contractors, partner agency employees or contractors, or private industry employed to identify patterns, trends, or anomalies indicative of fraud, waste, or abuse;
- (19) APHIS may disclose information in this system of records to a Congressional office from the record of an individual in response to any inquiry from that Congressional office made at the written request of the individual to whom the record pertains;
- (20) APHIS may disclose information in this system of records to the National Archives and Records Administration or to the General Services Administration for records management activities conducted under 44 U.S.C. 2904 and 2906; and
- (21) APHIS may disclose information in this system of records to the Treasury Department as necessary to carry out any and all functions within their jurisdiction, including but not limited to, processing payments, fees, collections, penalties, and offsets.

Disclosure: Furnishing this information is voluntary; however, failure to furnish this information may impede your ability to comply with the requirements of the Animal Welfare Act, regulations, and standards.

UNITED STATES DEPARTMENT OF AGRICULTURE
ANIMAL AND PLANT HEALTH INSPECTION SERVICE
ANIMAL CARE
PROGRAM OF VETERINARY CARE FOR DOGS

INSTRUCTIONS

Each dealer, exhibitor, and research facility must follow an appropriate program of veterinary care for dogs that is developed, documented in writing, and signed by the attending veterinarian. The attending veterinarian shall establish, maintain, and supervise programs of disease control and prevention, pest and parasite control, pre-procedural and post-procedural care, nutrition, euthanasia, and adequate veterinary care for all dogs on the premises of the licensee/registrant. The program of veterinary care must include regularly scheduled visits, not less than every 12 months, by the attending veterinarian to all premises where animals are kept.

By law, such programs must comply with the Animal Welfare Act and Title 9 C.F.R., Chapter 1, Subchapter A, §§ 3.13 and 2.33 or 2.40. This includes, but is not limited to:

- Employing an attending veterinarian under formal arrangements who shall provide adequate veterinary care to the animals in compliance with this section.
- Assuring that the attending veterinarian has appropriate authority to ensure the provision of adequate veterinary care and to oversee the adequacy of other aspects of animal care and use.
- Ensuring the availability of appropriate facilities, personnel, equipment, and services to comply with the provisions of Chapter 1, Subchapter A, §§ 3.13 and 2.33 or 2.40.
- Ensuring the use of appropriate methods to prevent, control, diagnose, and treat diseases and injuries.
- Ensuring the availability of emergency, weekend, and holiday care.
- Ensuring daily observation of all animals to assess their health and well-being and a mechanism of direct and frequent communication so that timely and accurate information on problems of animal health, behavior, and well-being is conveyed to the attending veterinarian.
- Ensuring adequate guidance to personnel involved in the care and use of animals regarding handling, immobilization, anesthesia, analgesia, tranquilization, and euthanasia; and adequate pre-procedural and post-procedural care in accordance with established veterinary medical and nursing procedures.

Dealers, exhibitors, and research facilities must keep medical records for dogs and make the records available for APHIS inspection.

Dealers, exhibitors, and research facilities must keep and maintain the written program and make it available for APHIS inspection. **This optional form or an equivalent format may be used to meet the requirement for a written Program of Veterinary Care for Dogs. This form may be used as a guideline for developing and writing the veterinary care plan for your dogs.** Blocks which do not apply to the facility should be marked N/A. If the space provided is not adequate for a specific topic, additional sheets may be added. Ensure the additional sheets include Section and Item Numbers.

PAGE
1 of

SECTION I. LICENSEE / REGISTRANT / VETERINARIAN INFORMATION

A. LICENSEE / REGISTRANT	B. VETERINARIAN
1. NAME	1. NAME
2. BUSINESS NAME	2. CLINIC NAME
3. USDA LICENSE/REGISTRATION NUMBER	3. STATE LICENSE NUMBER
4. STREET MAILING ADDRESS	4. BUSINESS ADDRESS
5. CITY, STATE, AND ZIP CODE	5. CITY, STATE, AND ZIP CODE
6. TELEPHONE NUMBER(S)	6. TELEPHONE NUMBER(S)
7. EMAIL ADDRESS	7. EMAIL ADDRESS

C. Regularly scheduled visits by the veterinarian to all premises where dogs are kept, to assess and ensure the adequacy of veterinary care and other aspects of animal care and use will occur, at the following frequency: _____.

SECTION II. ATTENDING VETERINARIAN SIGNATURE

I have read and completed this Program of Veterinary Care for Dogs and understand my responsibilities as an attending veterinarian. (9 C.F.R § 1.1).

1. PRINTED NAME	2. SIGNATURE	3. DATE
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SECTION III. COMPLETE PHYSICAL EXAMINATIONS FROM HEAD TO TAIL

SPECIFY THE FREQUENCY Note: the frequency must be not less than every 12 months. (For example: 10% of adult dogs each month; each breeding female before being bred; each 1 week old puppy; all dogs at each annual visit to the premises, etc.)

A. ADULTS:

B. PUPPIES:

SECTION IV. VACCINATION, PARASITE CONTROL, AND PREVENTIVE CARE

IF MORE SPACE IS NEEDED, ADDITIONAL PAGES MAY BE ADDED

A. VACCINATION SCHEDULE –

(Specify the frequency; for example 2 doses 2-4 wks. apart starting at 8 wks. of age.)

	INITIAL VACCINATION	SECOND VACCINATION	REVACCINATION (BOOSTER)	NOTES
PARVOVIRUS <i>(Required; explain if not scheduled)</i>				
DISTEMPER <i>(Required; explain if not scheduled)</i>				
RABIES <i>(Required; explain if not scheduled)</i>				
LEPTOSPIROSIS				
HEPATITIS				
BORDETELLA				
OTHER <i>(specify)</i>				

If any vaccination is not scheduled, attach an additional page to explain.

B. PARASITE CONTROL PROGRAM – DESCRIBE THE FREQUENCY OF SAMPLING AND TREATMENT FOR THE FOLLOWING:*(*Required; explain if not scheduled. Attach an additional page if needed.)*1. ECTOPARASITES *(*fleas, ticks, mites, lice, flies, other)*2. BLOOD PARASITES *(*heartworm, Babesia, Ehrlichia, other)*3. INTESTINAL PARASITES *(*worms, *coccidia, *giardia; other)***C. PREVENTIVE CARE AND TREATMENT PLAN TO MAINTAIN:** *(Include when the veterinarian must be consulted. Attach an additional page if needed.)*

1. HEALTHY AND UNMATTED HAIR COATS

2. PROPERLY TRIMMED NAILS

3. CLEAN AND HEALTHY EYES

4. CLEAN AND HEALTHY EARS

5. CLEAN AND HEALTHY SKIN

6. CLEAN AND HEALTHY TEETH

7. OTHER

IF MORE SPACE IS NEEDED, ADDITIONAL PAGES MAY BE ADDED

A. EMERGENCY CARE

DESCRIBE PROVISIONS FOR EMERGENCY, WEEKEND, AND HOLIDAY CARE

B. SAFE HANDLING PRACTICES

DESCRIBE SAFE HANDLING PRACTICES FOR DIFFICULT TO HANDLE DOGS (SUCH AS DOGS THAT ARE VICIOUS, UNPREDICTABLE, UNSOCIALIZED, WOLF HYBRIDS, ETC.)

C. EUTHANASIA

1. LICENSEES AND REGISTRANTS, IN CONSULTATION WITH THEIR ATTENDING VETERINARIANS, MAY USE METHODS OF EUTHANASIA THAT MEET THE DEFINITION OF EUTHANASIA IN THE ANIMAL WELFARE REGULATIONS, WHICH ALLOWS FOR THE USE OF HUMANE METHODS THAT EITHER:

- PRODUCE RAPID UNCONSCIOUSNESS AND SUBSEQUENT DEATH WITHOUT EVIDENCE OF PAIN OR DISTRESS, OR
- USE ANESTHESIA PRODUCED BY AN AGENT THAT CAUSES PAINLESS LOSS OF CONSCIOUSNESS AND SUBSEQUENT DEATH.

APPROPRIATE METHODS MAY INCLUDE, BUT ARE NOT LIMITED TO, THOSE DESCRIBED IN THE AVMA GUIDELINES FOR EUTHANASIA OF ANIMALS.

EUTHANASIA WILL BE CARRIED OUT BY THE: VETERINARIAN LICENSEE/REGISTRANT (PER METHODS REVIEWED AND APPROVED BY THE ATTENDING VETERINARIAN)

2. METHOD(S) OF EUTHANASIA CARRIED OUT BY THE VETERINARIAN

3. METHOD(S) OF EUTHANASIA CARRIED OUT BY THE LICENSEE/REGISTRANT

SECTION VI. OTHER ASPECTS OF ANIMAL CARE AND USE –

<input type="checkbox"/> PEST CONTROL AND PRODUCT SAFETY	<input type="checkbox"/> DOG BEHAVIORAL AND SOCIAL NEEDS
<input type="checkbox"/> QUARANTINE PROCEDURES	<input type="checkbox"/> POTENTIAL VENEREAL DISEASES AND HOW TO MITIGATE/MANAGE THEM
<input type="checkbox"/> NUTRITIONAL PARAMETERS AND RECOMMENDATIONS	<input type="checkbox"/> PROPER STORAGE AND HANDLING OF MEDICATIONS AND BIOLOGICS
<input type="checkbox"/> MEASURES TO MITIGATE ANTHELMINTIC RESISTANCE	<input type="checkbox"/> PROPER USE OF ANALGESICS AND SEDATIVES (USE ONLY AS PRESCRIBED BY THE ATTENDING VETERINARIAN)
<input type="checkbox"/> POTENTIAL CONGENITAL CONDITIONS AND HOW TO MITIGATE/MANAGE THEM	<input type="checkbox"/> OTHER (specify)

Privacy Act Notice

Authority: The Animal Welfare Act (AWA), 7 U.S.C. 2131 *et seq.*, and the regulations issued thereunder, 9 CFR parts 1 through 4; and the Horse Protection Act (HPA), 15 U.S.C. 1821 *et seq.*, and the regulations issued thereunder, 9 CFR parts 11 and 12.

Purpose: This system supports APHIS' administrative activities and enforcement of the AWA and HPA.

Routine Uses: In addition to those disclosures generally permitted under 5 U.S.C. 552a (b) of the Privacy Act, records maintained in the system may be disclosed outside USDA as follows:

- (1) APHIS may disclose the name, city, State, license or registration type and/or status, or change of a license or registrant to any person pursuant to 9 CFR 2.38(c) and 2.127;
- (2) APHIS may disclose annual reports submitted to APHIS by licensees and research facilities to any person pursuant to 9 CFR 2.7 and 2.36;
- (3) APHIS may disclose inspection reports and other regulatory correspondence issued to licensees and registrants [from the agency] to any attending veterinarian in order to carry out duties under the AWA pursuant to 9 CFR 2.33 and 2.40;
- (4) APHIS may disclose the name, telephone number and other contact information, location, inspection reports, and regulatory and other correspondence of licensees, registrants, permittees, and applicants for the same, to appropriate Federal, foreign, State, local, Tribal, or other public authority agencies or officials, in order to carry out duties under the AWA or State, local, Tribal or other public authority on the same subject pursuant to 7 U.S.C. 2145(b);
- (5) APHIS may disclose inspection reports of licensees and registrants, and permit status, to any pet store or other entity that is required under State, local, Tribal, or other public authority to verify a licensee, registrant, or permittee's compliance with the AWA;
- (6) APHIS may disclose information to the National Academies of Sciences, Engineering, and Medicine, and any other research institution engaged or approved by the Department, to the extent APHIS deems the disclosure necessary to complete research and/or compile a report in furtherance of the Department's mission;
- (7) APHIS may disclose final adjudicatory AWA and HPA decisions or orders by an appropriate authority to any person;
- (8) APHIS may disclose to any person the name, city, and State or other information to the extent necessary for proper identification of persons (referred to as "Designated Qualified Persons" or "DQPs") that are or have been qualified to detect and diagnose a horse that is sore or otherwise inspect horses for purposes of enforcing the HPA and of horse industry organizations or associations (referred to as "HIOs") that have currently or have had in the past DQP programs certified by the USDA;
- (9) APHIS may disclose to any regulated horse owner, HIO, and other entities responsible for licensure or required to verify compliance with the HPA, HPA inspection findings and regulatory and other correspondence issued to persons or entities regulated under the HPA;
- (10) APHIS may disclose to any person the name, city, and State or other information to the extent necessary for proper identification of any person or entity who has been disqualified, suspended, and/or otherwise prohibited from showing or exhibiting any horse, or judging or managing any horse show, horse exhibition, horse sale, or horse auction under the HPA and the terms of such action;
- (11) APHIS may disclose to any person the name, city, and State or other information to the extent necessary for proper identification of any regulated individual or entity whose license or permit has been suspended, revoked, expired, terminated, or denied under the AWA and the terms of such action;
- (12) APHIS may disclose to appropriate law enforcement agencies, entities, and persons, whether Federal, foreign, State, local, or Tribal, or other public authority responsible for enforcing, investigating, or prosecuting an alleged violation or a violation of law or charged with enforcing, implementing, or complying with a statute, rule, regulation, or order issued pursuant thereto, when a record in this system on its face, or in conjunction with other records, indicates a violation or potential violation of law, whether civil, criminal, or regulatory in nature, and whether arising by general statute or particular program statute, or by regulation, rule, or court order issued pursuant thereto, if the information disclosed is relevant to any enforcement, regulatory, investigative, or prosecutive responsibility of the receiving entity;
- (13) APHIS may disclose to the Department of Justice when the agency, or any component thereof, or any employee of the agency in his or her official capacity, or any employee of the agency in his or her individual capacity where the Department of Justice has agreed to represent the employee, or the United States, in litigation, where the agency determines that litigation is likely to affect the agency or any of its components, is a party to litigation or has an interest in such litigation, and the use of such records by the Department of Justice is deemed by the agency to be relevant and necessary to the litigation; provided, however, that in each case, the agency determines that disclosure of the records to the Department of Justice is a use of the information contained in the records that is compatible with the purpose for which the records were collected;
- (14) APHIS may disclose information in this system of records to a court or adjudicative body in administrative, civil, or criminal proceedings when: (a) The agency or any component thereof; or (b) any employee of the agency in his or her official capacity; or (c) any employee of the agency in his or her individual capacity where the agency has agreed to represent the employee; or (d) the United States Government, is a party to litigation or has an interest in such litigation, and by careful review, the agency determines that the records are to be for a purpose that is compatible with the purpose for which the agency collected the records;
- (15) APHIS may disclose information from this system of records to appropriate agencies, entities, and persons when: (a) USDA suspects or has confirmed that there has been a breach of the system of records; (b) USDA has determined that as a result of the suspected or confirmed breach there is a risk of harm to individuals, USDA (including its information systems, programs, and operations), the Federal Government, or national security; and (c) the disclosure made to such agencies, entities, and persons is reasonably necessary to assist in connection with USDA's efforts to respond to the suspected or confirmed compromise and prevent, minimize, or remedy such harm;
- (16) APHIS may disclose information from this system of records to another Federal agency or Federal entity, when the USDA determines that information from this system of records is reasonably necessary to assist the recipient agency or entity in (a) responding to a suspected or confirmed breach or (b) preventing, minimizing, or remedying the risk of harm to individuals, the recipient agency or entity (including its information systems, programs, and operations), the Federal Government, or national security, resulting from a suspected or confirmed breach;
- (17) APHIS may disclose information in this system of records to USDA contractors and other parties engaged to assist in administering the program, analyzing data, developing information management systems, processing Freedom of Information Act requests, and conducting audits. Such contractors and other parties will be bound by the nondisclosure provisions of the Privacy Act;
- (18) APHIS may disclose information in this system of records to USDA contractors, partner agency employees or contractors, or private industry employed to identify patterns, trends, or anomalies indicative of fraud, waste, or abuse;
- (19) APHIS may disclose information in this system of records to a Congressional office from the record of an individual in response to any inquiry from that Congressional office made at the written request of the individual to whom the record pertains;
- (20) APHIS may disclose information in this system of records to the National Archives and Records Administration or to the General Services Administration for records management activities conducted under 44 U.S.C. 2904 and 2906; and
- (21) APHIS may disclose information in this system of records to the Treasury Department as necessary to carry out any and all functions within their jurisdiction, including but not limited to, processing payments, fees, collections, penalties, and offsets.

Disclosure: Furnishing this information is voluntary; however, failure to furnish this information may impede your ability to comply with the requirements of the Animal Welfare Act, regulations, and standards.



Animal Care Tech Note

Temperature Requirements for Dogs

The Animal Welfare Act (AWA) provides specific temperature requirements for dogs kept in a variety of housing structures. However, maintaining appropriate temperatures alone may not be enough to ensure a dog's health and well-being. The following information summarizes AWA temperature requirements and added factors that you, as a licensee or registrant, must consider in providing dogs with care that meets the AWA standards.

Temperature Requirements by Housing Type

Indoor and Sheltered Housing

The temperature must not fall below 45 °F for more than 4 consecutive hours. For dogs that are not acclimated to lower temperatures; breeds that are sensitive to the cold (such as short-haired or toy breeds); and elderly, young, sick, or injured dogs, the temperature must not fall below 50 °F. All other dogs must have some method of conserving body heat (such as dry bedding, solid resting surfaces, heat lamps, or other provisions) if the temperature is less than 50 °F.

Dogs cannot be housed in temperatures above 85 °F for more than 4 consecutive hours. If the temperature rises above 85 °F for any length of time, you must provide additional ventilation such as fans, blowers, or air conditioning. Providing ventilation does **not** replace the requirement to prevent temperatures from rising above 85 °F for more than 4 hours.



Outdoor Housing

*Unless specifically approved by the attending veterinarian, outdoor housing is **not** allowed for dogs that are not acclimated to the local temperatures; breeds that are heat- or cold-intolerant; and elderly, sick, or very young dogs.*

Outdoor enclosures must provide adequate space, shelter from the elements, and protection from temperature and weather extremes. When the temperature is below 50 °F, outdoor shelters must contain clean, dry bedding. When the temperature is below 35 °F, dogs must have additional clean, dry bedding of sufficient quantity and material to absorb excess moisture and allow "nestling" to conserve body heat (such as straw, wood shavings, or blankets).

All dogs—including Arctic breeds such as the Alaskan malamute or Siberian husky—are susceptible to temperature extremes. Their shelter must offer protection from the wind; cold; and exposure to rain, ice, and snow. This must include a wind break and rain break at the entrance.

In addition, every dog must have access to adequate shade outside of the enclosure to prevent overheating and discomfort; shelters for outdoor dogs may become too warm for them to remain inside if that is their only opportunity to avoid direct sunlight.

Regardless of housing type, dogs must always have continuous access to water. Dehydration can inhibit a dog's ability to regulate its body temperature, which puts it at greater risk for heat stroke or hypothermia.



Preventing Temperature Stress and Illness in Dogs

Despite housing dogs according to the requirements outlined on the previous page, they may still experience temperature-related stress or illness. To ensure your dogs' health and well-being, you must also consider their ages, breeds, overall health status, acclimation to the local environment, and humidity. You must take appropriate actions if they are showing signs of cold or heat stress.

Factors That Increase a Dog's Risk for Temperature Stress or Illness

- Humidity over 70 percent (especially when combined with high temperatures)
- Poor body condition (over/under weight)
- Age (elderly dogs and dogs under 6 months)
- Pregnancy and nursing
- Injuries and debilitating medical conditions (especially a heart condition)
- Breed (short-nosed breeds, such as the Pug, Pekingese, Shih Tzu, various bulldogs, and others, are less heat tolerant; smaller, short-legged breeds and short-hair or hairless breeds are less cold tolerant)
- Dehydration (can inhibit a dog's ability to regulate its own body temperature)
- Acclimation (it can take anywhere from 7 to 60 days for a healthy dog to acclimate to temperatures outside the required range)

Signs of Temperature Stress and Illness

Below are observable signs that dogs show when they are experiencing temperature-related stress and illness.

Heat Stress Excessive panting, salivation, or thirst Restlessness, anxiety Generalized weakness	Cold Stress Low rectal temperature: • 90–99 °F = needs immediate care Mental depression, lethargy, weakness Shivering or muscle stiffness Reduced heart rate and blood pressure Reduced breathing rate, shallow breathing
Heat Stroke High rectal temperature: • 104 °F = moderate heat stroke; needs immediate care • 106 °F = severe heat stroke dire emergency Vigorous or uncontrollable panting Dark red, tacky, or dry gums and mucous membranes Thick salivation/foam at the mouth Vomiting and/or bloody diarrhea Dehydration Unwilling/unable to rise Trembling, dizziness, or disorientation Collapse, unconsciousness, coma, seizures, and death	Hypothermia Low rectal temperature: • 82–90 °F = moderate hypothermia; needs immediate care • <82 °F = severe hypothermia; dire emergency Stupor Inaudible heart sounds Labored breathing Unconsciousness/coma Fixed and dilated pupils Death

Discuss with your attending veterinarian how you can prevent temperature stress, heat stroke, and hypothermia in your dogs. If a dog shows any of the signs listed above, contact your attending veterinarian immediately and follow their instructions.

For More Information

Animal Care
 Animal and Plant Health Inspection Service
 U.S. Department of Agriculture
 2150 Centre Avenue, Building B, Mailstop 3W11
 Fort Collins, CO 80526
 (970) 494-7478
animalcare@usda.gov



Animal Care Tech Note

The Attending Veterinarian

As an attending veterinarian, you are one of the U.S. Department of Agriculture's (USDA) most important partners in assuring the humane care and treatment of animals. Your role is more comprehensive than providing medical care to sick animals. You are also responsible for providing important guidance to help licensees and registrants keep their animals healthy.

Authority

Facilities regulated under the Animal Welfare Act must hire an attending veterinarian and give them adequate authority to ensure animal health and well-being. This means regulated facilities must inform you of any animal health issues and follow your guidance and instructions. Your authority also includes access to all animals and resources needed to manage care. For example, facilities must make appropriate staffing, facilities, and equipment for adequate veterinary care available, including areas to safely handle animals and any needed capture equipment.

Scope of Duties

In addition to providing medical care, the attending veterinarian is responsible for:

- **Visiting the facility** as often as needed to ensure animals are receiving adequate care. Visits must occur at least annually at facilities with dogs.
- Working with the facility to **establish effective health and husbandry practices**. Topics to consider include:
 - Appropriate ventilation, temperature and humidity, sanitation, and animal density
 - Routine health monitoring
 - Nutrition, especially for exotic species
 - Pest and vector control measures
 - External and internal parasite control
 - Effective biosecurity practices
 - Proper use, storage, and handling of medications, including analgesics/sedatives
 - Safe handling practices, including capture and restraint for wild or difficult animals
 - Euthanasia methods
 - Dental care
 - Reproduction, neonatal care, and management of congenital conditions



- Documenting your guidance in a **written program of veterinary care**. This is the best way to ensure your guidance is followed. A written program is required for:
 - **Dogs**, including a vaccination schedule, parasite sampling and treatment schedule, and directions for maintaining healthy coats, nails, eyes, ears, skin, and teeth.
 - All covered animals, when the **attending veterinarian is employed part time**.
- **Overseeing or carrying out other requirements for specific species:**

Dogs	A written exercise plan Annual physical exams (complete exam from head to tail) Medical records (maintained by the facility)
Nonhuman Primates	A written environment enhancement plan for psychological well-being
Marine Mammals	Housing including size, social grouping, and water quality Regular physical exams and visual assessments Necropsy of all marine mammals that die in captivity

While the Animal Welfare Act gives attending veterinarians broad authority, the licensee or registrant is the one ultimately held responsible for complying with the law.

Learn More

For more information on the role of attending veterinarians, visit www.aphis.usda.gov/animalwelfare/av.

9/11/23



Honorable Councilmembers, Public Safety Committee,

My name is Elizabeth Kunzelman and I am the vice president for legislative and public affairs at Petland. I am writing to you to address some of the inaccurate testimony provided on August 29 by Nina Scott regarding the current USDA standards of care.

Petland agrees that the standards should be higher and to that end, we work with breeders that go way above the minimum standards set by the Animal Welfare Act and support the Canine Care Certified program from Purdue University's College of Veterinary Medicine. But the fact remains that the USDA does have comprehensive licensing and inspection guidelines that are available for the public to read.

Below are some of Ms. Scott's statements and the facts regarding those claims.

- ***"Hard to regulate and enforce standards"*** – The USDA inspection team does a pre-license inspection and then conducts unannounced inspections about once a year. If there is an urgent situation that needs addressed, they conduct additional inspections. There is a system for issuing a range of violations from paint peeling on a building to plaque on a dog's teeth. These violations and inspection reports are publicly posted on the USDA website.
- ***"Confine dogs in cages 24/7 their entire life, they don't ever have to let them outside or get breaks"*** – The Program of Veterinary Care, provided by the veterinarian, requires specific and regular exercise. See attached *Animal Care Tech Note – The Attending Veterinarian* – which provides an Exercise Plan for Dogs form for attending veterinarians.
- ***"They don't have to be covered for inclement weather"*** – There are very specific temperature ranges for indoor and outdoor shelters and access to shelter guidelines. (See attached *Animal Care Tech Note – Temperature Requirements for Dogs*) and below:
 - ***Section 3.4 b. Shelter from the elements.*** Outdoor facilities for dogs or cats must include one or more shelter structures that are accessible to each animal in each outdoor facility, and that are large enough to allow each animal in the shelter structure to sit, stand, and lie in a normal manner, and to turn about freely. In addition to the shelter structures, one or more separate outside areas of shade must be provided, large enough to contain all the animals at one time and protect them from the direct rays of the sun. Shelters in outdoor facilities for dogs or cats must contain a roof, four sides, and a floor, and must: 1. Provide the dogs and cats with adequate protection and shelter from the cold and heat; 2. Provide the dogs and cats with protection from the direct rays of the sun and the direct effect of wind, rain, or snow; 3. Be provided with a wind break and rain break at the entrance; and 4. Contain clean, dry, bedding material if the ambient temperature is below 50 °F (10 °C). Additional clean, dry bedding is required when the temperature is 35 °F (1.7 °C) or lower.
- ***"No vet care"*** – A licensed breeder must have an attending veterinarian to provide vet care to his/her animals, provide a Program of Veterinary Care and have regularly-scheduled visits to the facility. Every dog must have an annual hands-on veterinarian examination. (See attached *Program of Veterinary Care* and *The Attending Veterinarian*)
- ***"Packed tightly in cages, limb deformities and bites, sometimes their limbs can come off"*** – USDA requires breeders and brokers to have enclosures that protect dogs from injury, safely contain them and maintain compatible grouping with dogs so they are not distressed.

- Section 3.1 a. Structure; construction. Housing facilities for dogs and cats must be designed and constructed so that they are structurally sound. They must be kept in good repair, and they must protect the animals from injury, contain the animals securely, and restrict other animals from entering.
- ***“No standards on stacking or wire, type of cage, meshing; Feces and urine drip through the stacked cages” –***
 - Section 3.2 d. Interior surfaces. The floors and walls of indoor housing facilities, and any other surfaces in contact with the animals, must be impervious to moisture. The ceilings of indoor housing facilities must be impervious to moisture or be replaceable (e.g., a suspended ceiling with replaceable panels).
 - § 3.6 - Primary enclosures. Primary enclosures for dogs and cats must meet the following minimum requirements: a. General requirements. 1. Primary enclosures must be designed and constructed of suitable materials so that they are structurally sound. The primary enclosures must be kept in good repair. 2. Primary enclosures must be constructed and maintained so that they: i. Have no sharp points or edges that could injure the dogs and cats; ii. Protect the dogs and cats from injury; iii. Contain the dogs and cats securely; iv. Keep other animals from entering the enclosure; v. Enable the dogs and cats to remain dry and clean; vi. Provide shelter and protection from extreme temperatures and weather conditions that may be uncomfortable or hazardous to all the dogs and cats; vii. Provide sufficient shade to shelter all the dogs and cats housed in the primary enclosure at one time; viii. Provide all the dogs and cats with easy and convenient access to clean food and water; ix. Enable all surfaces in contact with the dogs and cats to be readily cleaned and sanitized in accordance with § 3.11(b) of this subpart, or be replaceable when worn or soiled; x. Have floors that are constructed in a manner that protects the dogs’ and cats’ feet and legs from injury, and that, if of 141 Animal Welfare Act, USDA PART 3 Subpart A Dogs & Cats 140 Part 3, Subpart A, § 3.6 mesh or slatted construction, do not allow the dogs’ and cats’ feet to pass through any openings in the floor;
- ***Breeders will kill dogs they don’t sell –*** Most breeders have a re-homing program with their customers and/or shelters desperate for pure bred dogs. Any euthanasia must be performed under the guidelines of the PVC.

As you can see, USDA licensed breeders are not the wild west.

The wild west are the unlicensed and unregulated commercial kennels and backyard breeders. They fly under the radar of any kind of regulation, inspection and enforcement. A retail pet sale ban will not touch them. Animal Rights activists promote and push retail pet sale bans to eliminate “mills.” However, not a single “puppy mill” has closed due to the passage of any pet store ban.

Our stores get their puppies from USDA licensed breeders with no direct violations on their inspection reports for the previous two years (Examples of violations are attached). They adhere to local, state, and federal regulations and hold themselves to even higher standards by supporting Purdue University and their Canine Care Certified program.

We believe implementing sourcing standards and protections is a logical, sensible option that not only prevents pet stores from buying from unregulated breeders, but also keeps small businesses open and keeps state consumer protections in place.

We stand ready to help discuss sensible solutions and ask that you please reconsider passing a retail pet sale ban.

Sincerely,

Elizabeth Kunzelman
VP of Legislative Affairs



Animal Care Tech Note

The Attending Veterinarian

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- Documenting your guidance in a **written program of veterinary care**. This is the best way to ensure your guidance is followed. A written program is required for:
 - **Dogs**, including a vaccination schedule, parasite sampling and treatment schedule, and directions for maintaining healthy coats, nails, eyes, ears, skin, and teeth.
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Regardless of housing type, dogs must always have continuous access to water. Dehydration can inhibit a dog's ability to regulate its body temperature, which puts it at greater risk for heat stroke or hypothermia.



Preventing Temperature Stress and Illness in Dogs

Despite housing dogs according to the requirements outlined on the previous page, they may still experience temperature-related stress or illness. To ensure your dogs' health and well-being, you must also consider their ages, breeds, overall health status, acclimation to the local environment, and humidity. You must take appropriate actions if they are showing signs of cold or heat stress.

Factors That Increase a Dog's Risk for Temperature Stress or Illness

- Humidity over 70 percent (especially when combined with high temperatures)
- Poor body condition (over/under weight)
- Age (elderly dogs and dogs under 6 months)
- Pregnancy and nursing
- Injuries and debilitating medical conditions (especially a heart condition)
- Breed (short-nosed breeds, such as the Pug, Pekingese, Shih Tzu, various bulldogs, and others, are less heat tolerant; smaller, short-legged breeds and short-hair or hairless breeds are less cold tolerant)
- Dehydration (can inhibit a dog's ability to regulate its own body temperature)
- Acclimation (it can take anywhere from 7 to 60 days for a healthy dog to acclimate to temperatures outside the required range)

Signs of Temperature Stress and Illness

Below are observable signs that dogs show when they are experiencing temperature-related stress and illness.

Heat Stress

Excessive panting, salivation, or thirst
 Restlessness, anxiety
 Generalized weakness

Cold Stress

Low rectal temperature:
 • 90–99 °F = needs immediate care
 Mental depression, lethargy, weakness
 Shivering or muscle stiffness
 Reduced heart rate and blood pressure
 Reduced breathing rate, shallow breathing

Heat Stroke

High rectal temperature:
 • 104 °F = moderate heat stroke; needs immediate care
 • 106 °F = severe heat stroke dire emergency
 Vigorous or uncontrollable panting
 Dark red, tacky, or dry gums and mucous membranes
 Thick salivation/foam at the mouth
 Vomiting and/or bloody diarrhea
 Dehydration
 Unwilling/unable to rise
 Trembling, dizziness, or disorientation
Collapse, unconsciousness, coma, seizures, and death

Hypothermia

Low rectal temperature:
 • 82–90 °F = moderate hypothermia; needs immediate care
 • <82 °F = severe hypothermia; dire emergency
 Stupor
 Inaudible heart sounds
 Labored breathing
 Unconsciousness/coma
 Fixed and dilated pupils
Death

Discuss with your attending veterinarian how you can prevent temperature stress, heat stroke, and hypothermia in your dogs. If a dog shows any of the signs listed above, contact your attending veterinarian immediately and follow their instructions.

For More Information

Animal Care
 Animal and Plant Health Inspection Service
 U.S. Department of Agriculture
 2150 Centre Avenue, Building B, Mailstop 3W11
 Fort Collins, CO 80526
 (970) 494-7478
animalcare@usda.gov



Animal Care Tech Note

Daily Observation

Under the Animal Welfare Act, dealers, exhibitors, and research facilities must observe all animals daily to assess their health and well-being. This ensures prompt detection of disease or injuries and abnormal behavior, helping to improve outcomes and save time and money. For example, an animal that has a small laceration may only require minimal treatment. The same laceration observed several days later may be infected and require more extensive and expensive treatment with a higher risk to the animal's health and well-being.

Daily observations can be done by the attending veterinarian or someone else—the veterinarian's staff, the facility's staff, or the licensee or registrant—if there is a mechanism in place to convey timely and accurate information to the attending veterinarian.

Consistency Is Key

If you are the licensee or registrant, talk to your attending veterinarian to develop a method for conducting daily observations. Consider using tools like checklists to ensure all observations are consistent and effective. Maintain a list of what needs to be done regularly, such as facility repairs, nail clipping/grooming, giving medications, and other tasks. Use this "to-do list" for planning, care, and maintenance in addition to daily observations. Train your staff to follow the facility's protocol for conducting observations, documenting observations, and communicating with the attending veterinarian.

Tips for Effective Daily Observation

1. **Focus.** Make observing and assessing an animal's health and well-being a single and separate task. Don't combine it with other tasks or chores, or you could miss something important.
2. **Watch.** Carefully observe the behavior of each animal, each body part of the animal, and any feces or discharge for abnormalities.
3. **Support.** Take video and photographs of all abnormal or questionable observations. Keep a record of all contacts with the attending veterinarian, including animal identification; date; description of the problem; method used to contact the attending veterinarian (phone, text, email, visit); and the attending veterinarian's advice. Log daily observations in a notebook, binder, spreadsheet, or database.



Daily Observation Guidelines

When conducting daily observations, assess each animal's physical appearance, behavior, and environment. Consider handling the animal if safe to do so. If the animal is under veterinary care, assess the effectiveness of treatment. Below are questions to ask during daily observations.

Physical Appearance

- Is the haircoat normal? Is it glossy or dull? Are there signs of hair loss?
- Is the animal under- or over-weight? Can you see the ribs? Include weekly weight checks in the observation program.
- Is the animal scratching itself? Do you see scabbing, lumps, bumps, or parasites?
- Are their nails, claws, or hooves the proper length? Do you see any wounds or abnormalities?
- Do you see any calluses on their joints? Any signs of mobility problems or lameness?
- Are the eyes clear? Is there discharge or excessive winking or blinking?
- Are the ears and nose clean? Is there any discharge or buildup?
- Are the mouth, teeth, and gums clean? Is there visible buildup (tartar), bleeding, or injuries?



Behavior

- Is the animal acting and moving normally? Is its gait normal?
- Is the animal lethargic or acting sick, stressed, or bored?
- Does the animal's behavior change when you move closer or farther away? For example, does the animal act normally when you are close, but then limps, appears injured, or acts differently when you walk away?
- Is the animal huddling or shivering due to cold? Is it panting or laying stretched out due to heat?
- Does it appear to be eating and drinking? Is it eating and drinking enough?
- Is the animal's elimination habit abnormal, such as loose or irregular stool, vomit, and/or regurgitated food or water?

Environment

- Is the animal's environment and/or enclosure safe?
- Are environmental controls (temperature, humidity, shelter from elements) adequate for the species and the season?



Animals Under Veterinary Care

- Is the animal's health improving, about the same, or getting worse with treatment?
- If the animal's condition is getting worse, or the animal has completed treatment and not improved, is it time to call the veterinarian with an update?
- Are you documenting your observations and treatment plan?

For More Information

USDA APHIS Animal Care
2150 Centre Avenue, Building B
Mailstop #3W11
Fort Collins, CO 80526-8117
(970) 494-7478
animalcare@usda.gov

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0579-0036. The time required to complete the information collection is estimated to average .25 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

OMB APPROVED
0579-0036

UNITED STATES DEPARTMENT OF AGRICULTURE
ANIMAL AND PLANT HEALTH INSPECTION SERVICE - ANIMAL CARE
EXERCISE PLAN FOR DOGS

7 U.S.C. Section 2143 requires the exercise of dogs. Title 9 Code of Federal Regulations Section 3.8 requires all licensees and registrants to develop, document, and follow an appropriate exercise plan for their dogs. In developing an exercise plan, providing positive physical contact with humans that encourages exercise through play or similar activities should be considered. If dogs are maintained without sensory contact with other dogs, they must be provided with positive physical contact with humans at least daily. Forced methods of exercise such as treadmills, swimming, or carousels are unacceptable for meeting the exercise requirements. The exercise plan must be approved by the attending veterinarian.

This form is optional for licensees/ registrants developing exercise plans per the regulations. Locally developed formats may be used if desired.

SECTION I - LICENSEE/REGISTRANT INFORMATION

1. NAME OF LICENSEE/REGISTRANT (first, middle initial, last):

2. USDA CERTIFICATE NUMBER:

SECTION II - SPACE ALLOCATION DECLARATION

3. SELECT THE APPROPRIATE BOX THAT BEST DESCRIBES THE ALLOCATED SPACE FOR YOUR DOGS:

A. My dogs are over 12 weeks of age (except bitches with litters) and are housed individually in a cage, pen, or run that provides at least two times the floor space required for each dog as described in 9 CFR 3.6(c)(1).

B. My dogs are over 12 weeks of age and are housed in compatible groups in a cage, pen or run that provides, in total, at least 100 percent of the required space for each dog if it were maintained separately.

SECTION III - EXERCISE PLAN

4. FREQUENCY:

CONTINUED ON SEPARATE PAGE

5. METHOD:

CONTINUED ON SEPARATE PAGE

6. DURATION:

CONTINUED ON SEPARATE PAGE

SECTION IV - LICENSEE/REGISTRANT ACKNOWLEDGEMENT

I have read the regulatory requirements for a written exercise plan for my dogs and hereby establish this completed plan to fulfill them.

7A. SIGNATURE OF LICENSEE/REGISTRANT:

7B. DATE:

SECTION V - VETERINARIAN CERTIFICATION

I have read and approve this exercise plan.

8A. NAME, TITLE, ADDRESS, AND SIGNATURE OF VETERINARIAN:

8B. DATE:

**INSTRUCTIONS FOR COMPLETING
APHIS FORM 7013, EXERCISE PLAN FOR DOGS**

This form may be typed or completed by hand. If by hand, please ensure all entries are legible.

Item 1: Enter the licensee's or registrants' full name.

Item 2: Enter the licensee's or registrants' USDA license/registration certificate number.

Item 3: Select the appropriate check box. Select (A) if the dogs are individually housed in a cage, pen, or run that provides at least two times the required floor space. Select (B) if the dogs are housed in compatible groups and the cage, pen, or run provides, in total, at least 100% the required space for each dog if housed individually.

Item 4: Describe the frequency in which the dogs are exercised (e.g., twice each day).

Item 5: Describe the method in which the dogs are exercised (e.g., the dogs are released into compatible groups of 6 dogs each into a 10'X10' exercise pen).

Item 6: Describe the duration of the exercise period (e.g., 30 minutes per session).

Item 7: The licensee or registrant must read the Acknowledgement Statement before signing and dating the exercise plan.

Item 8: The completed plan must be reviewed and signed by a veterinarian. To complete the form, include his or her full name, title, and address, and signature date.

The completed form is to be maintained at the premises and be available for review by APHIS personnel.

UNITED STATES DEPARTMENT OF AGRICULTURE
ANIMAL AND PLANT HEALTH INSPECTION SERVICE
ANIMAL CARE
PROGRAM OF VETERINARY CARE FOR DOGS

INSTRUCTIONS

Each dealer, exhibitor, and research facility must follow an appropriate program of veterinary care for dogs that is developed, documented in writing, and signed by the attending veterinarian. The attending veterinarian shall establish, maintain, and supervise programs of disease control and prevention, pest and parasite control, pre-procedural and post-procedural care, nutrition, euthanasia, and adequate veterinary care for all dogs on the premises of the licensee/registrant. The program of veterinary care must include regularly scheduled visits, not less than every 12 months, by the attending veterinarian to all premises where animals are kept.

By law, such programs must comply with the Animal Welfare Act and Title 9 C.F.R., Chapter 1, Subchapter A, §§ 3.13 and 2.33 or 2.40. This includes, but is not limited to:

- Employing an attending veterinarian under formal arrangements who shall provide adequate veterinary care to the animals in compliance with this section.
- Assuring that the attending veterinarian has appropriate authority to ensure the provision of adequate veterinary care and to oversee the adequacy of other aspects of animal care and use.
- Ensuring the availability of appropriate facilities, personnel, equipment, and services to comply with the provisions of Chapter 1, Subchapter A, §§ 3.13 and 2.33 or 2.40.
- Ensuring the use of appropriate methods to prevent, control, diagnose, and treat diseases and injuries.
- Ensuring the availability of emergency, weekend, and holiday care.
- Ensuring daily observation of all animals to assess their health and well-being and a mechanism of direct and frequent communication so that timely and accurate information on problems of animal health, behavior, and well-being is conveyed to the attending veterinarian.
- Ensuring adequate guidance to personnel involved in the care and use of animals regarding handling, immobilization, anesthesia, analgesia, tranquilization, and euthanasia; and adequate pre-procedural and post-procedural care in accordance with established veterinary medical and nursing procedures.

Dealers, exhibitors, and research facilities must keep medical records for dogs and make the records available for APHIS inspection.

Dealers, exhibitors, and research facilities must keep and maintain the written program and make it available for APHIS inspection. **This optional form or an equivalent format may be used to meet the requirement for a written Program of Veterinary Care for Dogs. This form may be used as a guideline for developing and writing the veterinary care plan for your dogs.** Blocks which do not apply to the facility should be marked N/A. If the space provided is not adequate for a specific topic, additional sheets may be added. Ensure the additional sheets include Section and Item Numbers.

PAGE
1 of

SECTION I. LICENSEE / REGISTRANT / VETERINARIAN INFORMATION

A. LICENSEE / REGISTRANT	B. VETERINARIAN
1. NAME	1. NAME
2. BUSINESS NAME	2. CLINIC NAME
3. USDA LICENSE/REGISTRATION NUMBER	3. STATE LICENSE NUMBER
4. STREET MAILING ADDRESS	4. BUSINESS ADDRESS
5. CITY, STATE, AND ZIP CODE	5. CITY, STATE, AND ZIP CODE
6. TELEPHONE NUMBER(S)	6. TELEPHONE NUMBER(S)
7. EMAIL ADDRESS	7. EMAIL ADDRESS

C. Regularly scheduled visits by the veterinarian to all premises where dogs are kept, to assess and ensure the adequacy of veterinary care and other aspects of animal care and use will occur, at the following frequency: _____

SECTION II. ATTENDING VETERINARIAN SIGNATURE

I have read and completed this Program of Veterinary Care for Dogs and understand my responsibilities as an attending veterinarian. (9 C.F.R § 1.1).

1. PRINTED NAME	2. SIGNATURE	3. DATE
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SECTION III. COMPLETE PHYSICAL EXAMINATIONS FROM HEAD TO TAILPAGE
2 of

SPECIFY THE FREQUENCY Note: the frequency must be not less than every 12 months. (For example: 10% of adult dogs each month; each breeding female before being bred; each 1 week old puppy; all dogs at each annual visit to the premises, etc.)

A. ADULTS:

B. PUPPIES:

SECTION IV. VACCINATION, PARASITE CONTROL, AND PREVENTIVE CARE

IF MORE SPACE IS NEEDED, ADDITIONAL PAGES MAY BE ADDED

A. VACCINATION SCHEDULE –

(Specify the frequency; for example 2 doses 2-4 wks. apart starting at 8 wks. of age.)

	INITIAL VACCINATION	SECOND VACCINATION	REVACCINATION (BOOSTER)	NOTES
PARVOVIRUS (Required; explain if not scheduled)				
DISTEMPER (Required; explain if not scheduled)				
RABIES (Required; explain if not scheduled)				
LEPTOSPIROSIS				
HEPATITIS				
BORDETELLA				
OTHER (specify)				

If any vaccination is not scheduled, attach an additional page to explain.

B. PARASITE CONTROL PROGRAM – DESCRIBE THE FREQUENCY OF SAMPLING AND TREATMENT FOR THE FOLLOWING:

(*Required; explain if not scheduled. Attach an additional page if needed.)

1. ECTOPARASITES (*fleas, ticks, mites, lice, flies, other)

2. BLOOD PARASITES (*heartworm, Babesia, Ehrlichia, other)

3. INTESTINAL PARASITES (*worms, *coccidia, *giardia, other)

C. PREVENTIVE CARE AND TREATMENT PLAN TO MAINTAIN: (Include when the veterinarian must be consulted. Attach an additional page if needed.)

1. HEALTHY AND UNMATTED HAIR COATS

2. PROPERLY TRIMMED NAILS

3. CLEAN AND HEALTHY EYES

4. CLEAN AND HEALTHY EARS

5. CLEAN AND HEALTHY SKIN

6. CLEAN AND HEALTHY TEETH

7. OTHER

SECTION V. EMERGENCY CARE AND SAFE HANDLING PRACTICES, EUTHANASIA, AND OTHER TOPICS

IF MORE SPACE IS NEEDED, ADDITIONAL PAGES MAY BE ADDED

A. EMERGENCY CARE

DESCRIBE PROVISIONS FOR EMERGENCY, WEEKEND, AND HOLIDAY CARE

B. SAFE HANDLING PRACTICES

DESCRIBE SAFE HANDLING PRACTICES FOR DIFFICULT TO HANDLE DOGS (SUCH AS DOGS THAT ARE VICIOUS, UNPREDICTABLE, UNSOCIALIZED, WOLF HYBRIDS, ETC.)

C. EUTHANASIA

1. LICENSEES AND REGISTRANTS, IN CONSULTATION WITH THEIR ATTENDING VETERINARIANS, MAY USE METHODS OF EUTHANASIA THAT MEET THE DEFINITION OF EUTHANASIA IN THE ANIMAL WELFARE REGULATIONS, WHICH ALLOWS FOR THE USE OF HUMANE METHODS THAT EITHER:

- PRODUCE RAPID UNCONSCIOUSNESS AND SUBSEQUENT DEATH WITHOUT EVIDENCE OF PAIN OR DISTRESS, OR
- USE ANESTHESIA PRODUCED BY AN AGENT THAT CAUSES PAINLESS LOSS OF CONSCIOUSNESS AND SUBSEQUENT DEATH.

APPROPRIATE METHODS MAY INCLUDE, BUT ARE NOT LIMITED TO, THOSE DESCRIBED IN THE AVMA GUIDELINES FOR EUTHANASIA OF ANIMALS.

EUTHANASIA WILL BE CARRIED OUT BY THE: VETERINARIAN LICENSEE/REGISTRANT (PER METHODS REVIEWED AND APPROVED BY THE ATTENDING VETERINARIAN)

2. METHOD(S) OF EUTHANASIA CARRIED OUT BY THE VETERINARIAN

3. METHOD(S) OF EUTHANASIA CARRIED OUT BY THE LICENSEE/REGISTRANT

SECTION VI. OTHER ASPECTS OF ANIMAL CARE AND USE –

<input type="checkbox"/> PEST CONTROL AND PRODUCT SAFETY	<input type="checkbox"/> DOG BEHAVIORAL AND SOCIAL NEEDS
<input type="checkbox"/> QUARANTINE PROCEDURES	<input type="checkbox"/> POTENTIAL VENEREAL DISEASES AND HOW TO MITIGATE/MANAGE THEM
<input type="checkbox"/> NUTRITIONAL PARAMETERS AND RECOMMENDATIONS	<input type="checkbox"/> PROPER STORAGE AND HANDLING OF MEDICATIONS AND BIOLOGICS
<input type="checkbox"/> MEASURES TO MITIGATE ANTHELMINTIC RESISTANCE	<input type="checkbox"/> PROPER USE OF ANALGESICS AND SEDATIVES (USE ONLY AS PRESCRIBED BY THE ATTENDING VETERINARIAN)
<input type="checkbox"/> POTENTIAL CONGENITAL CONDITIONS AND HOW TO MITIGATE/MANAGE THEM	<input type="checkbox"/> OTHER (specify)

Privacy Act Notice

Authority: The Animal Welfare Act (AWA), 7 U.S.C. 2131 *et seq.*, and the regulations issued thereunder, 9 CFR parts 1 through 4; and the Horse Protection Act (HPA), 15 U.S.C. 1821 *et seq.*, and the regulations issued thereunder, 9 CFR parts 11 and 12.

Purpose: This system supports APHIS' administrative activities and enforcement of the AWA and HPA.

Routine Uses: In addition to those disclosures generally permitted under 5 U.S.C. 552a (b) of the Privacy Act, records maintained in the system may be disclosed outside USDA as follows:

- (1) APHIS may disclose the name, city, State, license or registration type and/or status, or change of a license or registrant to any person pursuant to 9 CFR 2.38(c) and 2.127;
- (2) APHIS may disclose annual reports submitted to APHIS by licensees and research facilities to any person pursuant to 9 CFR 2.7 and 2.36;
- (3) APHIS may disclose inspection reports and other regulatory correspondence issued to licensees and registrants [from the agency] to any attending veterinarian in order to carry out duties under the AWA pursuant to 9 CFR 2.33 and 2.40;
- (4) APHIS may disclose the name, telephone number and other contact information, location, inspection reports, and regulatory and other correspondence of licensees, registrants, permittees, and applicants for the same, to appropriate Federal, foreign, State, local, Tribal, or other public authority agencies or officials, in order to carry out duties under the AWA or State, local, Tribal or other public authority on the same subject pursuant to 7 U.S.C. 2145(b);
- (5) APHIS may disclose inspection reports of licensees and registrants, and permit status, to any pet store or other entity that is required under State, local, Tribal, or other public authority to verify a licensee, registrant, or permittee's compliance with the AWA;
- (6) APHIS may disclose information to the National Academies of Sciences, Engineering, and Medicine, and any other research institution engaged or approved by the Department, to the extent APHIS deems the disclosure necessary to complete research and/or compile a report in furtherance of the Department's mission;
- (7) APHIS may disclose final adjudicatory AWA and HPA decisions or orders by an appropriate authority to any person;
- (8) APHIS may disclose to any person the name, city, and State or other information to the extent necessary for proper identification of persons (referred to as "Designated Qualified Persons" or "DQPs") that are or have been qualified to detect and diagnose a horse that is sore or otherwise inspect horses for purposes of enforcing the HPA and of horse industry organizations or associations (referred to as "HIOs") that have currently or have had in the past DQP programs certified by the USDA;
- (9) APHIS may disclose to any regulated horse owner, HIO, and other entities responsible for licensure or required to verify compliance with the HPA, HPA inspection findings and regulatory and other correspondence issued to persons or entities regulated under the HPA;
- (10) APHIS may disclose to any person the name, city, and State or other information to the extent necessary for proper identification of any person or entity who has been disqualified, suspended, and/or otherwise prohibited from showing or exhibiting any horse, or judging or managing any horse show, horse exhibition, horse sale, or horse auction under the HPA and the terms of such action;
- (11) APHIS may disclose to any person the name, city, and State or other information to the extent necessary for proper identification of any regulated individual or entity whose license or permit has been suspended, revoked, expired, terminated, or denied under the AWA and the terms of such action;
- (12) APHIS may disclose to appropriate law enforcement agencies, entities, and persons, whether Federal, foreign, State, local, or Tribal, or other public authority responsible for enforcing, investigating, or prosecuting an alleged violation or a violation of law or charged with enforcing, implementing, or complying with a statute, rule, regulation, or order issued pursuant thereto, when a record in this system on its face, or in conjunction with other records, indicates a violation or potential violation of law, whether civil, criminal, or regulatory in nature, and whether arising by general statute or particular program statute, or by regulation, rule, or court order issued pursuant thereto, if the information disclosed is relevant to any enforcement, regulatory, investigative, or prosecutive responsibility of the receiving entity;
- (13) APHIS may disclose to the Department of Justice when the agency, or any component thereof, or any employee of the agency in his or her official capacity, or any employee of the agency in his or her individual capacity where the Department of Justice has agreed to represent the employee, or the United States, in litigation, where the agency determines that litigation is likely to affect the agency or any of its components, is a party to litigation or has an interest in such litigation, and the use of such records by the Department of Justice is deemed by the agency to be relevant and necessary to the litigation; provided, however, that in each case, the agency determines that disclosure of the records to the Department of Justice is a use of the information contained in the records that is compatible with the purpose for which the records were collected;
- (14) APHIS may disclose information in this system of records to a court or adjudicative body in administrative, civil, or criminal proceedings when: (a) the agency or any component thereof; or (b) any employee of the agency in his or her official capacity; or (c) any employee of the agency in his or her individual capacity where the agency has agreed to represent the employee; or (d) the United States Government, is a party to litigation or has an interest in such litigation, and by careful review, the agency determines that the records are to be for a purpose that is compatible with the purpose for which the agency collected the records;
- (15) APHIS may disclose information from this system of records to appropriate agencies, entities, and persons when: (a) USDA suspects or has confirmed that there has been a breach of the system of records; (b) USDA has determined that as a result of the suspected or confirmed breach there is a risk of harm to individuals, USDA (including its information systems, programs, and operations), the Federal Government, or national security; and (c) the disclosure made to such agencies, entities, and persons is reasonably necessary to assist in connection with USDA's efforts to respond to the suspected or confirmed compromise and prevent, minimize, or remedy such harm;
- (16) APHIS may disclose information from this system of records to another Federal agency or Federal entity, when the USDA determines that information from this system of records is reasonably necessary to assist the recipient agency or entity in (a) responding to a suspected or confirmed breach or (b) preventing, minimizing, or remedying the risk of harm to individuals, the recipient agency or entity (including its information systems, programs, and operations), the Federal Government, or national security, resulting from a suspected or confirmed breach;
- (17) APHIS may disclose information in this system of records to USDA contractors and other parties engaged to assist in administering the program, analyzing data, developing information management systems, processing Freedom of Information Act requests, and conducting audits. Such contractors and other parties will be bound by the nondisclosure provisions of the Privacy Act;
- (18) APHIS may disclose information in this system of records to USDA contractors, partner agency employees or contractors, or private industry employed to identify patterns, trends, or anomalies indicative of fraud, waste, or abuse;
- (19) APHIS may disclose information in this system of records to a Congressional office from the record of an individual in response to any inquiry from that Congressional office made at the written request of the individual to whom the record pertains;
- (20) APHIS may disclose information in this system of records to the National Archives and Records Administration or to the General Services Administration for records management activities conducted under 44 U.S.C. 2904 and 2906; and
- (21) APHIS may disclose information in this system of records to the Treasury Department as necessary to carry out any and all functions within their jurisdiction, including but not limited to, processing payments, fees, collections, penalties, and offsets.

Disclosure: Furnishing this information is voluntary; however, failure to furnish this information may impede your ability to comply with the requirements of the Animal Welfare Act, regulations, and standards.

6.1. Attending Veterinarian

A licensee **must** have an attending veterinarian (AV) to provide adequate veterinary care to his/her animals [2.40(a)].

An attending veterinarian is defined as a person who has:

- Graduated from an AVMA-accredited veterinary school, has a certification from the AVMA if a foreign veterinary graduate, or has equivalent formal education as determined by the Administrator
- Received training and/or experience in the care and management of the species being attended, and
- Has direct or delegated authority for activities involving animals

6.1.1. Criteria

A licensee must:

- Employ an attending veterinarian under formal arrangements [2.40(a)(1)]
- If the attending veterinarian is part-time or has a consultant arrangement, the formal arrangement must include [2.40(a)(1)]:
 - A written program of veterinary care (PVC) and
 - Regularly scheduled visits to the premises
- If a licensee enters into a formal arrangement with a **new** part-time attending veterinarian or consultant, the attending veterinarian or consultant must:
 - Prepare a PVC, or
 - Adopt the licensee's existing PVC
- Assure the attending veterinarian has appropriate authority [2.40(a)(2)]
- Communicate to the attending veterinarian timely and accurate information on the health, behavior, and well-being of the animals [2.40(b)(3)]

6.1.2. Multiple Attending Veterinarians

In some circumstances a facility may use more than one veterinarian, or more than one attending veterinarian. For example, a facility may use one veterinarian with specialized knowledge and experience for all nonhuman primates and another veterinarian for all other species present at the facility.

There **must** be one Attending Veterinarian who is responsible for the overall veterinary care decisions for the facility.

6.1.3. Veterinary Authority

The AWA Regulations require the licensee to assure the attending veterinarian has the appropriate authority to [2.40(a)(2)]:

- Ensure adequate veterinary care
- Oversee the adequacy of other aspects of animal care and use

The duties performed by the attending veterinarian to ensure compliance with the Regulations are ultimately the responsibility of the licensee, and the licensee must provide the attending veterinarian with adequate authority to carry out his/her functions.

6.1.4. Responsibilities

The attending veterinarian under the authority given to him/her by the licensee must:

- Ensure the provisions of adequate veterinary care to the licensee's animals [2.40(a)]
- Conduct regular visits to the premises, if the attending veterinarian is part-time or a consultant who is the attending veterinarian [2.40(a)(1)]
- Approve the facility's practices as required by the Standards listed below

6.1.4.1. Dogs and Cats

Approval of the attending veterinarian is required for the following:

- Housing of dogs and cats in indoor facilities or the sheltered part of sheltered facilities where the ambient temperature falls below 50 °F for those animals who are not acclimated to or cannot tolerate lower temperatures, such as [3.2(a) and 3.3(a)]:
 - Short haired
 - Sick
 - Young or aged
 - Infirm
- Outdoor housing of dogs and cats in the following categories [3.4(a)(1)]:
 - Dogs/cats not acclimated to temperatures prevalent in the area/region
 - Breeds that cannot tolerate the prevalent temperature extremes
 - Sick, infirm, aged, or young dogs/cats
- Exercise plan for dogs [3.8]
- Exercise for dogs – Non-group housing of a dog(s) over 12 weeks of age if in the opinion of the attending veterinarian, group housing would adversely affect the health or well-being of the dog(s) [3.8(b)(2)]

- Exemption to the exercise requirement for a dog(s) [3.8(d)(1)]

6.1.4.2. Nonhuman Primates (NHPs)

Approval of the attending veterinarian is required for the following:

- Ambient temperature of the sheltered portion of sheltered housing facilities for NHPs [3.77(a)]
- Outdoor housing of NHPs [3.78(a)]
- Outdoor housing of NHPs with shelters that do not provide heat to prevent the ambient temperature from falling below 45°F [3.78(b)]
- Singly housed NHPs that are not able to see/hear other NHPs [3.81(a)(3)]
- Maintenance of NHPs in restraint devices for health reasons [3.81(d)]
- Statements of exemptions from participation in the environmental enhancement plan for individual NHPs [3.81(e)(1)]
- Restriction of water for NHPs [3.83]
- Approval of no food or water for NHPs during transport by a carrier or intermediate handler [3.86(c)]

In addition, facilities must follow any direction of the attending veterinarian concerning:

- Ambient temperature of indoor housing facilities for NHPs [3.76(a)]
- Relative humidity level of indoor housing and the sheltered portion of sheltered housing facilities for NHPs [3.76(b) and 3.77(b)]
- Ambient temperature in mobile or traveling housing facilities for NHP [3.79(a)].
- Environmental enhancement plan for NHPs. The plan must also be in accordance with currently accepted professional standards and address as appropriate [3.81] (Optional APHIS Form 7050 may be used.):
 - Social grouping [3.81(a)]
 - Isolation of NHPs that have or are suspected of having a contagious disease [3.81(a)(2)]
 - Determination of compatibility of NHPs for social housing [3.81(a)(3)]
 - Special considerations for NHPs requiring special attention, including [3.81(c)]:
 - Infants and young juveniles
 - NHPs showing signs of psychological distress
 - Individually housed NHPs that cannot see/hear their own or compatible species
 - Great apes weighing over 110 lbs.

Examples for Dogs and Cats

Section 2.40 - Attending Veterinarian and Adequate Veterinary Care and Section 3.13 Veterinary Care for Dogs

The Veterinary Care Flow Chart should be followed for all applicable decisions regarding veterinary care citations. The main purpose of this chart is to assist the inspector in distinguishing between a non-critical, Direct, or Critical NCI.

If a licensee or registrant can demonstrate via records or other means that he/she has taken the proper steps to mitigate the injury and/or death of the animal, a noncompliance has **not** occurred:

- These proper steps include, but are **not** limited to:
 - Identifying the condition requiring veterinary care in a timely manner,
 - Acquiring veterinary care and/or initiating treatment in a timely manner, and/or
 - Following the treatment instructions of the Attending Veterinarian

Condition	NCI	Direct	Critical
Nails	Nails that are changing the shape of foot (e.g., pushing toes upwards, twisting toes), nails curling around wire floor (likely to be stuck), nails causing an alteration of the animal's gait.	Nails embedded in the paw pads; nail(s) broken past quick with evidence of other long nails. Significant alteration in animal's gait or posture (3-legged lame).	
Eyes (cherry eye)	A cherry eye with mild to moderate inflammation (i.e., redness, swelling, and/or mild to moderate clear discharge) or a large cherry eye (over iris/affecting vision)	Dog is demonstrating irritation (i.e., pawing at eye, squinting). A cherry eye associated with severe inflammation of the conjunctiva, marked discharge or mucoid (yellow-green) discharge, foreign material caked on cherry eye, and/or ulcerated cherry eye	
Eyes (other)	An eye problem (cloudy eye, small eyelid mass, entropion (rolling of the eyelid), etc.) with mild to moderate serous (clear) discharge and/or mild to moderate conjunctival inflammation (redness, swelling), corneal ulcer with mild to moderate corneal swelling/edema, serous (clear) discharge, and/or conjunctival inflammation. Microphthalmia or Anophthalmia (small or missing eye) with mild to moderate serous or mucoid discharge.	Marked/severe inflammation (redness and/or swelling) of the conjunctiva or cornea, significant mucoid (yellow-green discharge), marked serous (clear) discharge, dog is demonstrating irritation (i.e., pawing at eye, squinting). Chronic Entropion (i.e., with mucoid discharge, pawing, squinting, or obvious corneal ulceration). Microphthalmia or Anophthalmia (small or missing eye) with severe serous or mucoid discharge as well as physical signs such as pawing, squinting, or an obvious injury.	

Condition	NCI	Direct	Critical
Interdigital Cysts	<p>Cysts with active inflammation (red, swollen). Cysts where the skin appears moist / edematous. The vet care flow chart should be followed – for example, kennels with an overall good program of foot care & documentation of prior identification & treatment, where the licensee missed one dog with a cyst that would otherwise fall in the regular NCI category may not be cited. If this occurs, talk to the breeder about initiating treatment per the AV’s recommendations.</p> <p>Multiple animals with cysts at a kennel where the licensee has not talked to the AV about a management program or ways to avoid cysts (or the Licensee is not following the AV’s advice) may be cited.</p>	<p>Cysts causing lameness.</p> <p>Cysts that the dogs are actively licking / appear painful.</p> <p>Cysts that are bleeding / bloody.</p>	
Matted Hair	<p>Lots of individual mats (i.e., high percent of the body & estimate size in report narrative), matted hair that is slightly wet or dirty (not freezing conditions), matted hair that is twisted and you can see the skin slightly being pulled / corded. Follow the vet care flow chart. For example, lack of a program for dealing with matted hair / regular grooming with multiple dogs affected may be cited, but one or two dogs may not be.</p>	<p>Coalescing or large/thick mats (large areas), underlying skin problems (red, wet, etc.), significant amount of feces, urine or marked foreign material in mats, severe matting in wet and/or cold conditions (e.g., outdoor dogs in snow).</p>	
Skin	<p>Alopecia with abnormal skin (crusty lesions, scabs, dandruff, thickened skin, etc.).</p> <p>Significant alopecia with or without abnormal skin (estimate size) in report narrative).</p> <p>Dog is scratching and/or chewing various parts of the body frequently enough that it is interfering with normal behavior. Dog appears uncomfortable; can’t sit or lay down without returning to the scratching/chewing.</p>	<p>Skin lesions (alone or associated with alopecia) with active scratching, chewing, vocalizing, or showing other signs of discomfort or distress.</p>	

Condition	NCI	Direct	Critical
Ears	<p>Mild to moderate head tilt or circling without other signs.</p> <p>Mild to moderate ear discharge or odor WITH one or more of these mild to moderate signs: head shaking, ear scratching, vocalization, or reluctance to have ear examined.</p> <p>Fly bite ears without the additional clinical signs listed above.</p>	<p>Marked ear discharge or odor WITH one or more of these severe signs: head shaking, ear scratching, vocalization, or reluctance to have ear examined, severe discharge / purulent discharge (e.g., running down face or head), aural hematoma's resulting from head shaking (i.e., with excessive discharge), head tilt / circling, head tilt / circling w/ loss of body condition.</p> <p>Note: These severe signs alone (without ear discharge and odor) may also be considered a direct.</p> <p>Fly bite ears with associated severe inflammation, severe discharge, scratching, and/ or hematoma.</p>	
Teeth	<p>Mild to moderate tartar and associated gingivitis (red, swollen gums, minor bleeding). Recessed gums without loose teeth, foul odor, and swelling.</p>	<p>Severe tartar and associated gingivitis with severe redness and swelling, loose teeth, significant bleeding gums, foul odor; teeth completely encased in a rock of tartar and/or significant debris (hair, food, etc.) entrapped in the teeth/gumline; presence of pus/discharge with a strong odor; physical signs such as weight loss or excessive salivation or behavioral signs such as pawing at the face/head, drooling, hiding, head shyness; draining tracts from the mouth to the surface of the head/face with active discharge.</p>	
Tick/Flea Infestation	<p>Light to moderate flea or tick infestation without clinical signs.</p>	<p>Heavy tick/ flea infestation (i.e., a high number of external parasites are visible) with associated evidence consistent with scratching and/or chewing, lethargy, pale mucous membranes, and/or labored breathing</p>	
Gastro-intestinal	<p>Mild to moderate loose stools with no explanation provided by the licensee/registrant (diet change, recent treatment), or if the licensee/registrant states that the loose stools have occurred for greater than 2 days without intervention. There may be some drops of blood/mucus, the dog may be slightly depressed/lethargic.</p>	<p>Stools that are severely loose, bloody, or watery and are associated with an anorexic, emaciated and/ or moderately to severely lethargic dog(s).</p>	

Condition	NCI	Direct	Critical
Respiratory	Bright, alert animal with occasional but recurring cough. Moderate amount of serous discharge from eyes or nose.	Ongoing respiratory condition with severe cough, labored breathing, and/ or severe abnormal (purulent or yellow-green) nasal or eye discharge. May be associated with anorexia (i.e., thin dog) and/or lethargy.	
Infectious disease	See individual body systems (i.e., respiratory, gastro-intestinal) for guidance.	Presence of a contagious disease, such as parvovirus infection, with associated severe symptoms and no isolation area to seclude the affected dogs from the rest of the kennel.	
Wounds	Minor injuries, puncture wounds from dog fights.	Any untreated, prolapsed, open lesion/ wound where the skin is pulled back to expose underlying tissue, muscle, bone. Any untreated puncture wounds with large swelling and obvious discomfort (crying when touched, pulling away when touched, lethargy, anorexia). Large or severe wounds with signs of severe infection (purulent/yellow-green discharge) or excessive bleeding.	

NOTE:

- All example conditions do **not** need to be present to be able to cite.
- Verbally remind the licensee that it would be beneficial to the inspection process for the licensee to have instructions for chronic conditions from the AV (not mandatory to have in writing from AV).

Section 2.130 - Minimum Age Requirements

Minimum Age Requirements	While reviewing transportation documentation a puppy is noted that is too young to have been weaned upon transfer has been transported without the dam. Transportation of a dog or cat that has not been weaned, without their dam or queen, and without appropriate variances or exceptions (if required).	Transportation of a dog or cat that has not been weaned, without their dam or queen, and without appropriate variances or exceptions (if required) and animals are experiencing an adverse effect (loss of weight, crying, anorexia, lethargy).	Transportation of a dog or cat that had not been weaned, without their dam or queen, and without appropriate variances or exceptions (if required) and animals experienced an adverse effect.
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Section 2.131 – Handling of Animals (Dogs and Cats)

See examples in NCI Examples for Other Animals

Section 3 – Standards for Dogs and Cats

Section 3.1(a)

Housing Facilities, general, structure, construction	Structural deterioration, such as rusted support posts, where the structure is not a potential to fall on animals.	Structure deterioration, such as rusted support posts, where the structure falls on and injures an animal during the inspection.	Structural deterioration, such as rusted support posts, where the structure had fallen on the dogs and caused injury or death.
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Condition	NCI	Direct	Critical
	Facilities not maintained; animals escape and are returned unharmed.	Facilities not maintained; during the inspection animals escaped and were severely injured or died.	Prior to the inspection, facilities not maintained; animals escaped and were not returned or were severely injured or died.
	Live electric wire exposed to and within easy reach of dogs (insulation removed, and/or bare ends of cord exposed).	Live electric wire exposed to and within easy reach of dogs (insulation removed, and/or bare ends of cord exposed) and during the inspection one or more animals experienced a serious burn, or other serious injury.	Live electric wire exposed to and within easy reach of dogs (insulation removed, and/or bare ends of cord exposed) and animal experienced a severe burn, other serious injury, or died as a result.

Regulation	NCI	Direct	Critical
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Section 3.1(b)

Housing Facilities, General: Condition and site	Clutter making it difficult or impossible to clean/sanitize or evidence of rodent/vermin infestation.	Gross contamination found in dog food bowls, mixed with feed, resulting in one or more dogs showing serious, related clinical signs, such as vomiting or diarrhea during the inspection.	Prior to the inspection, gross contamination found in dog food bowls, mixed with feed, resulted in one or more dogs showing serious, related clinical signs, such as vomiting or diarrhea.
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Sections 3.2(a), 3.3(a), 3.5(a)

Indoor Housing Facilities, Sheltered; or Housing Facilities; Mobile; or Traveling Housing Facilities	Temp marginally below/above allowable range (between 35-45°F or slightly above 85°F), animals not showing signs of distress.	Temperature outside of allowable ranges, animal showing signs of distress during the inspection.	Prior to the inspection, temperature was outside of allowable ranges, animal died or was severely affected as a result.
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Sections 3.2(b), 3.3(b), 3.5(b)

Indoor Housing Facilities; or Sheltered Housing Facilities; or Mobile or Traveling Housing Facilities	Lack of ventilation without noxious fumes; animals may show sign(s) of discomfort.	Lack of ventilation to the point where there are noxious fumes (e.g., your eyes burn) at the level of the animal's eyes and nose; dogs are showing signs of discomfort and/or distress, such as squinting, coughing, sneezing, nasal discharge, etc.	
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Sections 3.2(c), 3.3(c), 3.5(c)

Indoor Housing Facilities, Sheltered Housing Facilities, Mobile or Traveling Housing Facilities	Absence of lighting and/or absence of diurnal cycle (no windows and no broad-spectrum lighting with appropriate cycling of light and dark).	Absence of lighting and/or absence of diurnal cycle (no windows and no broad-spectrum lighting with appropriate cycling of light and dark) and signs of stress, distress, or poor health are evident.	
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Regulation	NCI	Direct	Critical
	<p>Lighting is not sufficient to maintain good housekeeping and cleaning (dark areas have accumulation of dirt) and adequate inspection cannot be performed in all areas.</p> <p>There are no apparent health impacts on the animal(s).</p>		

Sections 3.3(d), 3.4(b)

Sheltered Housing Facilities, Outdoor Housing Facilities, Shelter from the elements	Sheltered area not large enough for all dogs/cats to sit, stand lie in a normal manner, and to turn about freely and temp over 50°F. Animals are not showing severe signs of distress.	Sheltered area not large enough for all dogs to sit, stand, lie in a normal manner, and to turn about freely, and temperature under 50°F or over 85 °F; dogs showing signs of discomfort and/or distress, such as heavy panting, or shivering.	
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Section 3.4(a)

Outdoor Housing Facilities	Dogs and cats maintained in areas to which they are not acclimated to the temperatures prevalent in the areas. Animals are not showing severe signs of distress.	Dogs and cats maintained in areas to which they are not acclimated to the temperatures prevalent in the area, and/or breeds of dogs and cats maintained in areas in which they cannot tolerate the prevalent temperatures without stress with veterinary care issues. Animals are showing severe signs of distress.	
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Section 3.4(b)

Outdoor Housing Facilities	Shelter with no bedding and temp between 35 and 50°F, no signs of discomfort.	Shelter without sufficient bedding and temperature under 35 °F, or between 35 and 50 °F with dogs showing signs of discomfort (shivering).	
	Shelter structure is not large enough for all dogs/cats to sit, stand lie in a normal manner, to turn about freely, or has Insufficient wind/ rain break. High winds and/or precipitation are not present.	Shelter structure is not large enough for all dog/cats to sit, stand lie in a normal manner, to turn about freely, or insufficient wind/ rain break and temperature under 50 °F, and/or high winds and/or precipitation are present. Animals are showing signs of distress. Water in shelter with wet dogs.	

Regulation	NCI	Direct	Critical
Section 3.6(a)(2)(v)			
Primary Enclosure	Enclosure not constructed and maintained to protect the dogs from injury, safely contain the dogs, keep other animals from entering the enclosure, enable dogs to remain dry, etc. Little or no discernable impacts on the dogs is noted.	Enclosure not constructed and maintained as required, resulting in signs of distress, injury, illness, or death seen at the time of the inspection.	Enclosure were not constructed and maintained as required, resulting in signs of distress, injury, illness, or death occurring prior to the inspection.
Section 3.6(c)(1)			
Primary Enclosure, Space	Enclosure does not meet minimum floor space requirements and no behavioral issues.	Enclosure does not meet minimum floor space requirements and dog has behavioral and/or medical issues seen at the time of the inspection. (Example: lick granuloma).	
Section 3.7			
Compatible Grouping	One or more dogs does not let other dog(s) eat. The dog who is unable to access food is in good flesh.	Incompatible dogs housed together with injuries and/or signs of distress seen at the time of the inspection. One or more dogs does not let other dog(s) eat. The dog who is unable to access food has signs of distress and/or emaciation.	Prior to the inspection, incompatible dogs were housed together, resulting in serious injury or death to one or more of the dogs.
Section 3.8			
Exercise	Not seeking or following the specific guidance provided by the Attending Veterinarian for the exercise of their dogs. Dogs appear normal.	Insufficient floor space and no opportunity for exercise (no written plan, no evidence of exercise area). During the inspection, dogs are showing serious clinical signs related to the lack of opportunity to exercise.	
Section 3.9(a)			
Feeding	Food contaminated with feces, urine, mold, mildew, pest waste. Dogs not showing related clinical signs.	Food contaminated with feces, urine, mold, mildew, pest waste to an extent that it is rendered unpalatable and/or harmful to the animals. Dogs are showing clinical signs such as vomiting, diarrhea, or emaciation during the inspection. Emaciated dogs with no feed present or inappropriate feed.	

Regulation	NCI	Direct	Critical
Section 3.10(a)			
Watering	Dogs do not have continuous access to potable water.	Dogs do not have continuous access to potable water, and when offered water, drink voraciously and/ or in a manner that demonstrates they are extremely thirsty. Water contaminated with feces, urine, pest waste, and mud to an extent that it is rendered unpalatable and/or harmful to the animals.	
Section 3.11(d)			
Pest Control	Infestation with some control in place and no obvious contamination of feed, water.	Vermin are seen in the dog pens, eating/defecating and/or getting into the food supply. Dogs are showing clinical signs related to the vermin.	
Section 3.12			
Employees	Multiple non-critical NCIs noted on the inspection report attributable to lack of employees.	The lack of an adequate number of employees, resulting in a failure to take immediate and appropriate action for dogs that are injured or ill.	
Sections 3.14(a)(b)(c)			
Consignments to Carriers and IH	Animal is accepted more than 4 hrs. prior to departure, animal has not received attention, does not appear ill or in distress.	A carrier/IH accepts an animal more than 4 hour before the scheduled flight departure, and there was no documentation as to when the animal was last fed or watered; and the animal either voraciously goes for food/water when offered, or it becomes ill and needs vet attention, or dies.	
Section 3.14(d)			
Consignments to Carriers and IH	Animal breaks out of transport enclosure and is quickly recaptured without any injuries.	Carrier/IH accepts dog for transport in an inadequate primary enclosure; during the inspection, dog breaks out of the transport enclosure and is lost, injured, or killed.	Prior to the inspection, Carrier/IH accepted dog for transport in an inadequate primary enclosure; dog broke out of the transport enclosure and was lost, injured, or killed.
Section 3.14(e)			
Animal Holding Area	Temperature falls below 45°F for more than 45 mins but the animals appear fine.	Temperature falls below 45°F for more than 45 mins and during the inspection, the animal is noted as being distressed.	Prior to the inspection, temperature in holding area was too low and animal was distressed or died from the exposure.
Section 3.14(f)			
Consignments to Carriers and IH	No documentation was made that the consignee was notified when the shipment arrived nor every 6 hours thereafter. No apparent effect on the animals.		No documentation was made that the consignee was notified when the shipment arrived, nor every 6 hours thereafter. The animal died due to the delay in notifying the consignee.

Regulation	NCI	Direct	Critical
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Section 3.15(a)

<p>Primary Enclosure Used to Transport Live Dogs and Cats</p>	<p>Animal was able to escape the transport enclosure but was quickly recaptured without injury.</p> <p>Limbs protruding from the enclosure.</p> <p>Not enough ventilation openings on the enclosure. No related clinical signs seen.</p> <p>Live animal labels and/or arrows missing, a few broken wire welds, no handles noted, but not affecting animals' health/comfort.</p>	<p>During the inspection:</p> <ul style="list-style-type: none"> - Animal was able to escape the transport enclosure resulting in injury, distress, or death. - Limbs protruding from the enclosure resulting in injury, distress, or death. - Not enough ventilation openings on the enclosure resulting in injury, distress, or death. - Emergency presented itself and the animal enclosure could not be moved in a timely manner resulting in injury, distress, or death. 	<p>Prior to the inspection:</p> <ul style="list-style-type: none"> - Animal was able to escape the transport enclosure resulting in injury, distress, or death. - Limbs protruding from the enclosure resulting in injury, distress, or death. - Not enough ventilation openings on the enclosure resulting in injury, distress, or death. - Emergency presented itself and the animal enclosure could not be moved in a timely manner resulting in injury, distress, or death.
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Section 3.15(b)

<p>Cleaning of primary enclosures (transport)</p>	<p>Animal was not removed from crate after 24 hours in transport status, but there was enough absorptive material present to absorb the urine and cover the feces.</p>	<p>During the inspection, the animal is seen covered in feces/urine because it has been in transport crate more than 24 hrs.</p>	<p>Prior to the inspection, the animal was covered in feces/urine because it had been in transport crate more than 24 hrs.</p>
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Section 3.15(c)

<p>Primary Enclosure Used to Transport Live Dogs and Cats - Ventilation</p>	<p>The transport crate does not meet the % requirements but the animal appears fine.</p>	<p>The transport enclosure does not meet the ventilation requirements. 16%/14%/50% etc., and during the inspection, the animal shows significant signs of distress, or is seriously harmed or dies.</p>	<p>The transport enclosure did not meet the ventilation requirements – 16%/14%/50% etc., and prior to the inspection, the animal was seriously harmed or died.</p>
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Section 3.15(d)

<p>Primary Enclosure Used to Transport Live Dogs and Cats - Compatibility</p>	<p>A small puppy is shipped with a larger puppy (i.e., 5 lb. and 15 lb.) but they appear well.</p>	<p>A large puppy or dog is put into a transport enclosure with a small puppy or dog, and the smaller dog is seriously injured or dies during the inspection.</p>	<p>Prior to the inspections, a large puppy or dog was put into a transport enclosure with a small puppy or dog, and the smaller dog was seriously injured or killed.</p>
			<p>An overly aggressive dog was shipped with another dog and the submissive dog was seriously injured or killed.</p>

Regulation	NCI	Direct	Critical
Section 3.16(a-h)			
Primary Conveyances	Primary conveyance is structurally unsound— exhaust fumes enter the cargo space and/or air flow is hindered, and/or animals are exposed to too cold or too hot temperatures, and/or dry ice is in the cargo space, etc.; there were no apparent health impacts to the animals.	Primary conveyance is structurally unsound—exhaust fumes enter the cargo space and/or air flow is hindered, and/or animals are exposed to too cold or too hot temperatures, and/or dry ice is in the cargo space, etc. The result is injury, distress, or death during the inspection.	Primary conveyance was structurally unsound—exhaust fumes entered the cargo space and/or air flow was hindered, and/or animals were exposed to too cold or too hot temperatures, and/or dry ice was in the cargo space, etc. The result was injury, distress, or death prior to the inspection.
Section 3.17			
Food and Water Requirements	Animals less than 16 weeks of age being transported for more than 12 hrs. and are not fed or offered water, but there are no apparent health impacts on the animals.	Animals are transported for more than 12 hours and are not fed or offered water (if under 16 weeks), and during the inspection, animals are noted to be in distress and/or dehydrated and/or needing veterinary care and/or die.	Prior to the inspection, animals were transported for more than 12 hours and were not fed or offered water (if under 16 weeks), resulting in distress and/or dehydration, and/or needing veterinary care, and/or died.
	Animals over 16 weeks of age are not offered food at least every 24 hours, but there is no apparent health effect on the animal.	Animals over 16 weeks of age are not offered food at least every 24 hours and during the inspection, animals are noted to be in distress, or need vet care.	Prior to the inspection, animals over 16 weeks of age were not offered food at least every 24 hours resulting in distress or death.
	Potable water is not offered at least every 12 hours, but there is no apparent health effect on the animal.	Potable water is not offered at least every 12 hours and at the time of the inspection, the animal is in distress, dehydrated or needs vet care.	Potable water was not offered to the animals at least every 12 hours resulting in distress or death.
Section 3.18(a)			
Care in Transit - Surface Transit	Animals are not observed every 4 hours, but no animal becomes severely ill or dies.	Animals are either in a truck or in a plane and are not observed every 4 hours (if applicable), and during the inspection, the animals become severely ill, injured, distressed, and/or die.	Animals were either in a truck or in a plane and were not observed every 4 hours (if applicable), and prior to the inspection, the animals became severely ill, injured, distressed, and/or died.
Section 3.18(b)			
Care in Transit - Air Transit		During the inspection, an animal was in obvious physical distress, and veterinary care was not arranged as soon as possible.	Prior to the inspection, an animal was in obvious physical distress and veterinary care was not arranged as soon as possible.
Section 3.18(c)			
Care in Transit			Animal was obviously ill, injured, or in obvious physical distress, but was transported anyway.
Section 3.18(d)			
Care in Transit			Animal was removed from the transport enclosure resulting in severe adverse effects, escape and failure to recover, and/or death.

Regulation	NCI	Direct	Critical
Section 3.19(a)			
Terminal Facilities - Placement	Animal crates are housed next to inanimate cargo, but animals are not injured.	During the inspection, animal crates are housed next to inanimate cargo/boxes; the boxes fall and damage the crate(s) causing harm to the animal(s).	Prior to the inspection, animal crates were housed next to inanimate cargo/ boxes; the boxes fell and damaged the crate(s) causing harm to the animal(s).
Section 3.19(c)			
Terminal Facilities - Ventilation		Lack of ventilation to the point where there are noxious fumes (e.g., your eyes burn) at the level of the animal's eyes and nose; dogs are showing signs of discomfort and/or distress.	
Section 3.19(d)			
Terminal Facilities - Temperature	Temperatures allowed to fall below 45°F or rise above 85°F but animals appear well with no apparent health effects.	At the time of the inspection, temperatures are allowed to fall below 45°F or rise above 85°F, which results in the animals showing signs of discomfort, distress, or death.	Prior to the inspection, temperatures were allowed to fall below 45°F or rise above 85°F, which results in the animals showing signs of discomfort, distress, or death.
Section 3.19(e)			
Terminal Facilities - Shelter	Animals are exposed to extreme elements (i.e., rain/snow/wind/ice/etc.), but animals appear well with no apparent health effects.	During the inspection, animals are not provided shelter to extreme elements, which results in the animals being injured, or showing signs of discomfort, distress, or death.	Prior to the inspection, animals were not provided shelter to extreme elements, which resulted in animal injury or death.
Section 3.20(a)			
Handling	Animals are exposed to the elements but appear well with no apparent health effects.	When moving animals from the terminal facility to plane side, the animals were exposed to prolonged time out in the sun, extreme heat, rain, snow, or extreme cold, and now (during the inspection) show signs of injury, discomfort, distress, or death.	Prior to the inspection, when moving animals from the terminal facility to plane side, the animals were exposed to prolonged time out in the sun, extreme heat, rain, snow, or extreme cold, resulting in injury, discomfort, distress, or death.
Section 3.20(b)			
Handling	Crate is inappropriately placed on conveyor belt but is handled safely and animal appears well with no apparent health impacts.	During the inspection, a transport enclosure is put on an unattended conveyor belt or is haphazardly put onto an unattended belt and the enclosure falls off and the animal is distressed and or injured.	Prior to the inspection, a transport enclosure was put on an unattended conveyor belt or was haphazardly put onto an unattended belt and the enclosure fell off resulting in distress, injury, or death.

Examples for Other Animals

Section 2.40 - Attending Veterinarian and Adequate Veterinary Care

The Veterinary Care Flow Chart should be followed for all applicable decisions regarding veterinary care citations. The main purpose of this chart is to assist the inspector in distinguishing between a non-critical, Direct, or Critical NCI.

If a licensee or registrant can demonstrate via records or other means that he/she has taken the proper steps to mitigate the injury and/or death of the animal, a noncompliance has **not** occurred:

- These proper steps include, but are **not** limited to:
 - Identifying the condition requiring veterinary care in a timely manner,
 - Acquiring veterinary care and/or initiating treatment in a timely manner, and/or
 - Following the treatment instructions of the Attending Veterinarian

Regulation	NCI	Direct	Critical
2.40 All Sections	Noncompliance with any section of the veterinary care regulations in which there are no known (or minor) resulting impacts to the health and well-being of the animals.	At the time of the inspection, noncompliance with any section of the veterinary care regulations that results in serious health impacts (including lack of treatment for a serious condition) or death to one or more animals.	Prior to the inspection, noncompliance with any section of the veterinary care regulations that results in serious health impacts (including lack of treatment for a serious condition) or death to one or more animals
2.40(b)(1,2,4) - Nondomestic cats 4 weeks or younger – transport, exhibition, public handling		At the time of the inspection, the inspector observes serious negative impacts to the animal.	The animal was transported, exhibited, or handled by the public.

Section 2.131 – Handling of Animals

Section 2.131 and all subsections	Noncompliance with any section of the handling regulations in which there are no known (or minor) resulting impacts or risks to the animals or the public.	At the time of the inspection, noncompliance with any section of the handling regulations that results in serious injury or health impacts, or death to one or more animals or one or more members of the public.	Prior to the inspection, noncompliance with any section of the handling regulations that results in serious injury or health impacts, or death to one or more animals or one or more members of the public.
2.131(b)(1), (c)(1), (c)(3), (d)(1), (e) - Nondomestic cats 4 weeks or younger – transport, exhibition, public handling		At the time of the inspection, the inspector observes serious negative impacts to the animal.	The animal was transported, exhibited, or handled by the public.

Section 3 – Standards for Subpart F Animals

Section 3.125 - Facilities, general

(a) Structural Strength	Facilities not maintained; animals escape and are returned to enclosure unharmed	Facilities not maintained; during the inspection animals escaped and were severely injured or died	Facilities not maintained; prior to the inspection animals escaped and were not recaptured or were severely injured or died
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Metro Council Members,

As a responsible breeder, and as President of the Greater Louisville Golden Retriever Club, I give my full support to the Retail Puppy Mill Store Ordinance, which is aimed at stopping retail pet stores from sourcing pets from commercial breeders (puppy mills). Seventy-five percent of rescue/shelter dogs come from puppy mills.

You might ask, "What is the difference between good breeders and puppy mill breeders?"

GOOD BREEDERS are passionate about the health of their dogs, providing them the best chance at a long and healthy life.

GOOD BREEDERS put the care of the dog ahead of profit.

GOOD BREEDERS continually invest their earnings to improve their facilities.

GOOD BREEDERS are knowledgeable about the dogs they are breeding. Both breeding dogs have passed Orthopedic Foundation for Animals (OFA) health clearances and are vet approved to breed.

GOOD BREEDERS know the specifics surrounding the health, temperament, breed traits and reasons why they specifically choose to breed.

GOOD BREEDERS prioritize the quality of care of breeding dogs and their puppies.

GOOD BREEDERS breed for the betterment and improvement of the breed.

PUPPY MILLS often have dogs that are severely matted, covered in feces and raised in small pens without socialization.

PUPPY MILLS do not follow the procedure for getting adequate health clearances for their dogs.

PUPPY MILLS are mass breeding operations that produce the highest number of puppies at the lowest cost.

PUPPY MILLS have dogs that suffer from malnutrition/sickness, due to the inadequate/unsanitary conditions.

PUPPY MILL adult animals are frequently and consistently bred until they can no longer produce, then they are discarded or destroyed.

PUPPY MILL breeders greatly affect the community. They drain the financial resources of the community and they greatly overcrowd the local shelters/rescues.

REMEMBER... Every dog deserves the BEST possible life!

PLEASE... Don't support animal abuse!

PLEASE....SUPPORT THE RETAIL PUPPY MILL STORE ORDINANCE!

Sincerely.

Marynell Haas

President, Greater Louisville Golden Retriever Club

Woods, Cheryl

From: Benson, Stuart
Sent: Monday, September 18, 2023 10:45 AM
To: Metro Council Personnel
Subject: FW: [EXTERNAL] Re: Latest Endorsement Letter

Last endorsement letter for the pet shop ordinance.

From: Todd Blevins <tblevins@humanesociety.org>
Sent: Friday, September 15, 2023 11:43:51 AM
To: Webster, Angela <Angela.Webster@louisvilleky.gov>; Benson, Stuart <Stuart.Benson@louisvilleky.gov>; Parker, Marilyn <Marilyn.Parker@louisvilleky.gov>
Cc: James Higdon <jhigdon@mmlk.com>
Subject: Latest Endorsement Letter

CAUTION: This email came from outside of Louisville Metro. Do not click links, open attachments, or give away private information unless you recognize the sender's email address and know the content is safe.

Hi everyone,

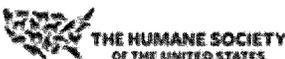
Per our conversation yesterday, I wanted to share the latest endorsement letter for the puppy mill ordinance from shelters/rescues, humane-minded businesses, and others in Louisville/Jefferson County and surrounding areas (as well as national groups). You can view the letter here: <https://docs.google.com/document/d/1cMFXRdHGjAELG3-84vH4nmpW897mok0Es1xJmCtMR68/edit?usp=sharing>. As it stands, there are **42** endorsements, most of which come from within Louisville Metro's jurisdiction.

Please let me know if you have any questions about this. Hope this is helpful!

Many thanks,
Todd

Todd Blevins
Kentucky State Director, State Affairs

tblevins@humanesociety.org
C 606-210-1822
humanesociety.org



Fight for all animals. The Humane Society of the United States is the nation's most effective animal protection organization, fighting for all animals for more than 65 years. To support our work, please make a [monthly donation](#), give in [another way](#) or [volunteer](#).



Louisville Metro Council
601 W. Jefferson Street
Louisville, KY 40202

Re: Support for the Louisville Puppy Mill Ordinance

Mayor Craig Greenberg and Louisville Metro Councilmembers:

The following organizations, businesses and professionals would like to express their full support of an ordinance that prohibits the sale of puppy mill puppies and kitten mill kittens in Louisville pet stores and outdoor spaces such as flea markets and parking lots. This ordinance would stop pet stores in Louisville from importing sick and unsocialized puppies and kittens for sale to unsuspecting consumers for hundreds or even thousands of dollars. It would instead drive the pet market towards humane sources like shelters, rescues, and responsible breeders.

This list will be updated with additional endorsers as received.

Organizations, Businesses, Representatives, and Professionals in support of a prohibition on the sale of dogs and cats in Louisville pet stores:

****Based in Louisville/Jefferson County***

Humane Pet Businesses

Derby City Critter Sitters*
Garden Gate Fruit Market & Deli*
LouPETville*
Lucky Cat Cafe*
Pet Wants J-town*
Pet Wants on the Avenue*
PG&J's Dog Park Bar*
Purrfect Day Cafe*
Winston Wags*

National Animal Welfare Organizations

The Humane Society of the United States
Bailing Out Benji
Best Friends Animal Society

Animal Welfare Organizations in Kentucky

The Arrow Fund*
Bluegrass Doberman Rescue*
Bluegrass Pug Rescue*
Blue Ridge Animal Rescue
Catheads Kitty Rescue*
Chelsea's Legacy*
Ethan's Rescue Pet Project
Furgotten Dog Rescue
GRRAND*
Halfway Home Rescue
Kaydee's Promise Feline Rescue*
Kentuckiana Pug Rescue*
Kentucky Animal Action*
Kentucky Coalition for Animal Protection
Kentucky Great Dane Rescue
Kindle and Clowder Institute*
Lexington Pit Crew
Little Orphan Kittens Rescue*
Making a Difference Now
MisPits and Friends Rescue*
My Dog Eats First*
New Hope Animal Rescue Center
No Kill Louisville*
Paws 4 the Cause
Pit Bulls of St. Francis Dog Rescue*
Shamrock Pet Foundation*
Tribe Animal Sanctuary*
Tyson's Chance Animal Foundation

Veterinarians, Veterinary Technicians and Students, Veterinary Clinics

Fairleigh Pet Center Dixie Highway*
Fenwick Animal Clinic, Greg M. Hill, DVM; and Gretchen Meiers, DVM*
Marie Gagnon, DVM
Zoe Johns-Boehme, Veterinary Student*

ORDINANCE NO. 138, SERIES 2023

AN ORDINANCE AMENDING THE LOUISVILLE METRO CODE OF ORDINANCES CHAPTER 91 PROHIBITING THE SALE OF DOGS AND CATS BY RETAIL PET STORES (AMENDMENT BY SUBSTITUTION).

**SPONSORED BY: COUNCIL MEMBERS STUART BENSON
AND ANDREW OWEN**

WHEREAS, current federal, state, and local regulations do not properly address the sale of puppy and kitten mill dogs and cats in and out of pet stores;

WHEREAS, most puppies and kittens sold in pet stores come from large-scale, commercial breeding facilities where the health and welfare of the animals are disregarded in order to maximize profits (“puppy mills” and “kitten mills,” respectively). According to The Humane Society of the United States, an estimated 10,000 puppy mills produce more than 2,400,000 puppies per year in the United States, and most pet store dogs and cats come from puppy mills and kitten mills;

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 adequate exercise and enrichment; and lack of sanitation;

WHEREAS, pet store puppies are often sick and have behavioral problems because of the substandard conditions they were born into, including: being taken from their mothers at a very young age; being transported in trucks filled with other young puppies; and being placed in a pet store cage with or near other puppies who are often sick;

WHEREAS, pet stores often mislead consumers as to where the puppies in the stores came from and make false health and behavior guarantees. Many consumers end

up paying hundreds or thousands of dollars in veterinary bills and suffer the heartbreak of having their new pet suffer, and in some cases pass away;

WHEREAS, according to the U.S. Centers for Disease Control and Prevention, pet store puppies pose a health risk to consumers, as over one hundred Americans have contracted an antibiotic-resistant *Campylobacter* infection from contact with pet store puppies;

WHEREAS, current federal and state regulations do not adequately address the animal welfare and consumer protection problems that the pet store sale of dogs and cats from puppy and kitten mills pose, and federal oversight of the commercial breeding industry is severely lacking;

WHEREAS, prohibiting pet stores from selling and outdoor public venues dogs and cats is likely to decrease the local demand for these animals that are bred in mills, and decrease the burden that those dogs and cats that end up in animal shelters place on local agencies and taxpayers;

WHEREAS, the vast majority of pet stores, both large chains and small, family-owned shops, already do not sell dogs and cats but rather profit from selling products, offering services, and in some cases, collaborating with local animal shelters and rescues to host adoption events;

WHEREAS, this Ordinance will not affect a consumer's ability to obtain a dog or cat of his or her choice from an animal rescue, shelter, or breeder who sells directly to the public; and

WHEREAS, the Louisville Metro Council believes it is in the best interest of the community to adopt reasonable regulations to reduce costs to the community and its

residents, protect citizens who may purchase dogs or cats from a pet store, help prevent inhumane breeding conditions, promote community awareness of animal welfare, and foster a more humane environment in Louisville Metro.

NOW, THEREFORE, BE IT ORDAINED BY THE LEGISLATIVE COUNCIL OF THE LOUISVILLE/JEFFERSON COUNTY METRO GOVERNMENT AS FOLLOWS:

SECTION I: The following definitions in Louisville Metro Code of Ordinances (“LMCO”) Section 91.001 are hereby amended or added as follows:

§ 91.001 DEFINITIONS.

ANIMAL DEALER. Any person engaging in the business of buying and/or selling any animal or animals, including fish, for the purpose of resale to pet shops, research facilities, another animal dealer or to another person, including the sale of any animal from any roadside stand, booth, flea market or other temporary site. (Persons buying or selling animals fit and destined for human consumption and agricultural uses as defined in this chapter are not included in this definition. Agricultural uses as defined in this chapter are not included in this definition.) ***ANIMAL DEALERS*** are also subject to the provisions of §§ 91.090 through 91.101 and § 91.123 of this chapter.

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. Any premises designated and/or operated by the Metro Government for the purpose of impounding and caring for animals seized, stray, homeless, abandoned, unwanted or surrendered animals, held under authority of this chapter.

CAT. Of the species *Felis Catus*, regardless of age. ~~A domestic cat four months of age or older~~

DOG. Any member of the species *Canis Familiaris*, regardless of age. ~~Any domestic canine four months of age or older~~

PET SHOP. ~~Any person engaged in the business of breeding, buying, selling at retail or as a broker of animals, including fish, of any species for profit making purposes, except farming operations that breed, buy, or sell at retail pursuant to and in conjunction with their agricultural use shall not be considered pet shops for purposes of this chapter.~~

RETAIL PET STORE means a commercial establishment that sells or offers for sale animals on its premises at retail and notwithstanding what type of license the establishment holds or whether the establishment is licensed.

SELL OR OFFER TO SALE. To display for sale or to exchange for consideration, adopt out, barter, auction, trade, lease, or otherwise transfer.

SECTION II: LMCO Sections 91.122 and 91.123 are hereby amended as follows:

§ 91.122 CLASS B KENNELS OR CATTERIES.

(A) All Class B kennels or catteries shall, in addition to the other requirements of this chapter comply with the minimum standards of this section. Failure to meet these standards shall be grounds for denial or revocation of a license pursuant to

§§ 91.020 through 91.025 of this chapter and the issuance of a citation subjecting the owner to the penalties and fines provided in § 91.999 of this chapter. Facilities shall be subject to inspection by an Animal Control Officer upon his or her request during reasonable hours.

(B) Indoors: animals which are kept primarily indoors shall be provided with wholesome food and clean water, a clean living environment free of accumulated waste and debris, comfortable temperature and ventilation, and provided veterinary care when needed. If allowed access to outdoors on a temporary basis, the outdoor area shall be kept free of waste and debris and well-drained. Such outdoor area shall comply with all restraint requirements contained in this chapter.

(C) Outdoors: animals which are kept primarily outdoors shall be provided with proper shelter, a clean living environment free of accumulated waste and debris, supplemental protection from weather extremes, and well-drained. Such outdoor area shall comply with all restraint requirements contained in this chapter.

(D) Each Class B kennel or cattery license shall apply to no more than five dogs and/or cats, four months of age or older. Any additional dogs or cats four months of age or older must be licensed individually.

~~(E) Each purchaser of a dog, cat, puppy, or kitten shall be provided with a copy of § 91.141 by the kennel or cattery, along with a Metro Government dog/cat license application~~

§ 91.123 CLASS A KENNELS OR CATTERIES.

(A) All Class A kennels or catteries shall, in addition to the other requirements of this chapter, comply with the minimum standards of this section. Failure to meet these

standards shall be grounds for denial or revocation of a license pursuant to §§ 91.020 through 91.025 of this chapter and the issuance of a citation subjecting the owner to the penalties and fines provided in § 91.999 of this chapter. Facilities shall be subject to inspection by an Animal Control Officer upon request during reasonable hours.

(B) Each Class A kennel or cattery shall comply with the standards set forth in § 91.120 in addition to the following standards.

(C) Each dog or cat, four months of age or older, must have proof of a valid vaccination against rabies.

~~(D) Each purchaser of a dog, cat, puppy, or kitten shall be provided with a copy of § 91.141 by the kennel or cattery, along with a Metro Government dog/cat license application.~~

~~(D)~~ (E) Each Class A kennel or cattery license shall apply to up to five dogs or cats and shall require an additional Class A kennel or cattery license for each increment of up to five dogs or cats.

SECTION III: LMCO Section 91.124 is hereby amended as follows:

§ 91.124 ~~PET SHOPS.~~ RETAIL PET STORE.

(A) All ~~pet shops~~ retail pet stores, as defined herein, including ~~pet shops~~ retail pet stores that run in conjunction with another holding facility, shall, in addition to the other requirements of this chapter, comply with the minimum standards of this section. Failure to meet these standards shall be grounds for the issuance of a citation subjecting the owner to the penalties and fines provided in § 91.999. Facilities shall be subject to inspection by an Animal Control Officer upon his or her request during reasonable hours.

(B) There shall be available hot water at a minimum temperature of 140° F., for washing cages and disinfecting, and cold water easily accessible to all parts of the shop. Fresh water shall be available to all species at all times. Containers are to be cleaned and disinfected each day. All water containers shall be mounted so the animal cannot turn them over and be of the type that are removable for cleaning.

(C) Room temperature of the shop shall be maintained at a level that is healthful for every species of animals kept in the shop.

(D) All cages and enclosures are to be of a nonporous material for easy cleaning and disinfecting. Each cage must be of sufficient size that the animal will have room to stand, turn, and lie down in the natural position. Each cage must be cleaned and disinfected each day.

(E) All animals under three months of age are to be fed at least three times per 24 hours. All animals from three months to nine months of age are to be fed at least two times per 24 hours. All other animals must be fed at least one time per 24-hour period. Food for all animals shall be served in a clean dish so mounted that the animal cannot readily tip it over and be of the type that are removable for cleaning.

(F) Each bird must have sufficient room to sit on a perch. Perches shall be placed horizontal to each other in the same cage. Cages must be cleaned everyday, and cages must be disinfected when birds are sold or as otherwise transferred. Parrots and other large birds shall have separate cages from smaller birds.

(G) There shall be sufficient clean, dry bedding to meet needs of each individual animal.

(H) All animals must be fed and watered, and all cages cleaned every day, including Sundays and holidays.

~~(I) Each purchase of a dog, cat, puppy, kitten, or ferret shall be provided with a copy of § 91.141 by the pet shop, along with a Metro Government dog/cat license application.~~

SECTION IV: LMCO Section 91.141 is hereby amended as follows:

~~§ 91.141 PUPPIES, DOGS, KITTENS, CATS, AND FERRETS; CERTIFICATION AS UNFIT FOR PURCHASE OR ADOPTION.~~

~~(A) No pet shop, animal dealer, or other party, whether individual, organization, or establishment, shall sell or offer for adoption any puppy, dog, kitten, cat, or ferret which is unfit for purchase. The purchaser or adoptee of a puppy, dog, kitten, cat, or ferret from a pet shop, animal dealer, or other party, which suffers or dies of a disease or parasitic infection, must have these conditions or death certified by a veterinarian within 30 days of the purchase date as evidence that the animal was unfit for purchase. Any puppy, dog, kitten, cat, or ferret which suffers from any congenital or hereditary condition must be certified as unfit for purchase by a veterinarian within one year of the date of purchase.~~

~~(B) In the event that a puppy, dog, kitten, cat, or ferret is certified as unfit for purchase or adoption, and such certification is presented in writing to the pet shop, animal dealer, or other person, within 72 hours of the veterinary certification, the owner or purchaser may choose one of the following options and the pet shop, animal dealer or other party shall be obligated to fulfill the conditions of the chosen option.~~

~~(1) The owner or purchaser may return the puppy, dog, kitten, cat, or ferret for a full refund of the purchase price plus tax. Additionally, the owner or purchaser shall be entitled, up to a total amount not to exceed the full purchase price of the puppy, dog,~~

~~kitten, cat, or ferret, to any veterinary fees incurred relating to the disease, defect, or infection; veterinary fees directly related to the veterinarian's examination and certification that the puppy, dog, kitten, cat, or ferret is unfit for purchase pursuant to this section; and for veterinary fees directly related to necessary emergency services and treatment undertaken to remedy the disease, defect, or infection.~~

~~—(2) The owner or purchaser may return the puppy, dog, kitten, cat, or ferret for an exchange equal to the full purchase price plus tax. Additionally, the owner or purchaser shall be entitled, up to a total amount not to exceed the full purchase price of the puppy, dog, kitten, cat, or ferret to any veterinary fees incurred relating to the disease, defect or infection; veterinary fees directly related to the veterinarian's examination and certification that the puppy, dog, kitten, cat, or ferret is unfit for purchase pursuant to this section; and for veterinary fees directly related to necessary emergency services and treatment undertaken to remedy the disease, defect or infection.~~

~~—(3) The owner or purchaser may retain the puppy, dog, kitten, cat, or ferret and attempt to cure the disease, defect, infection, or to ameliorate the condition caused by the disease, defect, or infection. The pet shop, animal dealer, or other person shall be responsible for the cost of veterinary fees incurred related to the disease, defect, or infection for which the puppy, dog, kitten, cat, or ferret was certified as unfit, up to the full purchase price of the puppy, dog, kitten, cat, or ferret plus tax.~~

~~—(4) The owner or purchaser of a puppy, dog, kitten, cat, or ferret which dies from the disease, defect, infection or condition for which it is certified as unfit for purchase may receive a full refund of the purchase price of the puppy, dog, kitten, cat, or ferret plus tax~~

~~in addition to any veterinary fees incurred relating to the disease, defect or infection up to the full purchase price of the puppy, dog, kitten, cat, or ferret plus tax.~~

~~— (5) The pet shop, animal dealer, or other party may contest a demand for veterinary expenses, refund, or exchange made by a purchaser or owner if done so in writing within two days of the owner's or purchaser's presentment of a certificate of unfitness. In the event that the pet shop, animal dealer, or other party wishes to contest a demand for veterinary expenses, refund, or exchange made by the purchaser or owner pursuant to this section, the pet shop, animal dealer or other party shall have the right to require the consumer to produce the puppy, dog, kitten, cat, or ferret for examination by a licensed veterinarian designated by the dealer. Upon such examination, if the consumer and the seller/provider of the animal are unable to reach an agreement which constitutes one of the options set forth in subsections (B)(1) through (4) within ten business days following receipt of the animal for such examination, the consumer may initiate an action in a court of competent jurisdiction to recover or obtain such reimbursement of veterinary expenses, refund or exchange.~~

§ 91.141 SALE OF CATS AND DOGS.

(A) Notwithstanding any other provision of law, it shall be unlawful for a retail pet store, as defined in this section, to sell or offer for sale a dog or cat.

(B) It shall be unlawful for any person to offer for sale any dog or cat at or on any street, public right-of-way, parkway, median, park, recreation area, outdoor market, booth, flea markets, roadside stand, temporary site or parking lot regardless of whether such access is authorized by the owner.

(C) Nothing in this section shall be construed to prohibit the provision of space to an animal rescue organization or an animal shelter, as defined, to publicly showcase dogs or cats available for adoption; provided that the provider does not maintain an ownership interest in any of the animals offered for adoption or receive a fee for providing such space. Nor shall this section prohibit the display of dogs or cats as part of a state or county fair exhibition, 4-H program, or similar exhibitions or educational programs.

(D) Effective upon passage, all pet shops shall list, the contact information of the breeder where the animal was bred. This information shall be posted in clear view on the kennel.

SECTION V: LMCO Section 91.142 is hereby repealed.

~~§ 91.142 WAIVER.~~

~~—(A) A purchaser may sign a waiver knowingly relinquishing all of the above rights specified in § 91.141(B). The waiver must include the following language:~~

~~—“These are your rights under Chapter 91 of the Metro Government Code of Ordinances. If you purchase or adopt any puppy, dog, kitten, cat, or ferret and:~~

~~—(1) Within 30 days after such purchase, the animal is certified by a veterinarian as having been unfit for purchase or adoption because it suffers from, or dies as a result of, a disease or parasitic condition; or~~

~~—(2) Within one year of the date of purchase, the animal is certified by a veterinarian as suffering any congenital or hereditary condition;~~

~~—Then you have the right to return the animal to the seller within 72 hours of the veterinary certification and receive a full refund or exchange of equal value, or you may keep the animal and attempt to cure the condition. You may also recover certain qualified~~

veterinary fees up to the purchase price of the animal. If you sign this waiver, you will lose these rights."

~~—(B) The waiver must be in bold print and signed by the buyer. If such a waiver is signed by the buyer, the pet shop, dealer, or other person may offer his or her own warranty, or sell the puppy, dog, kitten, cat, or ferret "as is."~~

~~—(C) In addition to the other requirements of this section, the owner of each dog, puppy, cat, kitten, or ferret which is placed for sale, adoption or placement shall maintain a record which documents the origin of the animal. This record shall contain the name, address, and telephone number of the kennel/cattery and its owner, or the individual which produced the animal. In the case of adoption from a licensed animal welfare group or government operated shelter, the record must indicate if the animal was a stray, where it was picked up, and by whom, and if previously owned, the name and address. This record shall be available to MAS.~~

~~—(D) The document shall also contain, other than if being adopted from a shelter, if the animal originates from:~~

~~—(1) Jefferson County, the animal dealer, pet shop, kennel or cattery license number, or the individual dog, cat, or ferret license number of the female that produced the litter or individual animal.~~

~~—(2) Kentucky (outside Jefferson County), the state kennel license or individual dog license number(s), and the United States Department of Agriculture (USDA) animal dealer license number (if applicable) of the owner that produced the litter or individual animal, dog, cat, or ferret.~~

~~—(3) Outside Kentucky, the USDA animal dealer license number (if applicable) of the owner that produced the litter or individual animal.~~

~~—(E) All advertisements for the sale, adoption, or placement of these animals within Jefferson County must contain the owners, animal dealer, pet shop, kennel or cattery license number, and/or their individual dog, cat, or ferret or multiple cat household license number.~~

SECTION VI: LMCO Section 91.999 is hereby amended as follows:

§ 91.999 PENALTY.

B) *Civil penalty.*

(1) Any person cited for a civil offense under this chapter may be subject to a civil penalty. Any person cited pursuant to this subsection may pay the minimum civil penalty within seven days from the date of issuance or request a hearing of such penalty by the Code Enforcement Board (“Board”) in accordance with §§ 32.275 et seq. If the person fails to respond to the citation within seven days as referenced above, the person shall be deemed to have waived the right to a hearing.

(2) Any person cited for a civil offense under this chapter, unless otherwise specified, shall be subject to a penalty of not less than \$150 nor more than \$1,000. Penalties for each subsequent offense shall be cumulated as multiples of the number of previous offenses.

(3) (a) Any person, firm, or corporation cited for a civil offense under § 91.141 shall be subject to a penalty of not less than \$500 for a first offense, \$1000 for a second offense and \$2500 for any subsequent offenses.

(b) In addition to the penalties provided for in § 91.999(B)(3)(a), the Director is authorized to enforce the provisions of this Chapter through declaratory, injunctive and other civil actions filed in any court of competent jurisdiction.

~~(3)~~ (4) Notwithstanding any other provision of subsection (B) under this chapter, no violation shall constitute a civil offense, if the same conduct regulated by this chapter also constitutes a criminal offense under any provision of the Kentucky Revised Statutes.

~~(4)~~ (5) The Director may waive or reduce any civil penalty set forth in this subsection (B) due to financial hardship or on the basis of income level, as the case may be, and/or (1) if the violator attends and satisfactorily completes an education or training course established under § 91.060, and/or (2) if the dog or cat is spayed or neutered, at the expense of the owner, as prescribed by the Director of Metro Animal Service.

SECTION VII: LMCO Chapter 91, Appendix A, is hereby amended as follows:

APPENDIX A: METRO ANIMAL SERVICES FEE SCHEDULE

<i>Type of License</i>	<i>Annual Fee</i>
Altered dog, cat or ferret license	\$10.00 (or \$27.00/3yrs, only when matched to triennial rabies vaccine)
Unaltered dog, cat or ferret license	\$60.00
Transfer of pet license mid-year	\$5.00
Potentially dangerous dog license	\$275.00
Dangerous dog license	\$500.00
Boarding kennel or cattery	0 - 5 runs and/or cages capacity; \$30.00
	6 - 25 runs and/or cages capacity; \$60.00
	26 - 50 runs and/or cages capacity; \$90.00
	51 - 75 runs and/or cages capacity; \$120.00
	76 - 100 runs and/or cages capacity; \$150.00
	101 + runs and/or cages capacity; \$180.00
Class A kennel or cattery	\$150.00 for 5 animals or less
Class B kennel or cattery	\$100.00 for 5 animals or less
Class C kennel	\$100.00

Multiple pet license	\$9.00 per animal up to 4 animals; \$8.00 per animal for 5 or more animals
Altered dog, cat or ferret belonging to a senior citizen (owner 65 years or older, two dogs, cats or ferrets per household)	1/2 of the normal dog, cat or ferret license fee, as set forth above
Pet shop Retail pet shop	\$125.00
Pet shop (selling dogs, cats or ferrets)	\$300.00
Animal dealer (not selling dogs, cats or ferrets)	\$125.00
Animal dealer (selling dogs, cats or ferrets)	\$300.00
Circus	\$125.00
Circus with elephant rides	\$200.00
Theatrical exhibition	\$125.00
Riding or boarding stable	\$125.00

Type of License	Annual Fee
Animal drawn vehicle (one license per company)	\$125.00
Wildlife permit	\$125.00
Swine permit	\$10.00
Animal rescue organization and humane organizations	\$10.00
Miscellaneous	Fee
Late fee when license is more than 30 days overdue	\$15.00 plus 15% of the license fee per annum overdue
Small trap deposit	\$50.00
Large trap deposit	\$200.00
Trailer and corral charge	\$50.00 per trailer or corral used
Postage and handling for mail-in applications	\$0.50
Bark collar deposit	\$75.00
Bark collar usage	\$15.00
Microchip	\$25.00
Redemptions and Boarding	Fee*
Licensed domestic pets	\$15.00 plus \$10.00 per day
Unlicensed domestic pets	\$30.00 plus \$10.00 per day
Quarantine domestic pets	\$40.00 plus \$15.00 per day
Quarantine dangerous or potentially dangerous dog	\$100.00 plus \$25.00 per day
Impoundment	\$25.00
Livestock-large animals	\$50.00 plus \$15.00 per day
Livestock-small animals	\$10.00 plus \$5.00 per day
Incurred surgical, medical, diagnosis and veterinary treatment expenses must be added to redemption and boarding fees as determined by Metro Animal Services	

<i>Surgical, Medical and Veterinary Treatment</i>	
Vaccination (may be a voucher)	
(DHPP, FVRCP)	\$20.00 each
(Rabies)	\$8.00
(Bordetella)	\$10.00
Parasitic examination and/or treatment (may be a voucher)	\$15.00
Other medical and surgical treatment and/or diagnosis	Variable
<i>Violation Notice</i>	<i>Fee for Each Violation</i>
First violation notice	\$30.00
Second violation notice	\$60.00
Third violation notice	\$120.00
Fourth and subsequent violation notice	\$250.00
<i>Adoptions</i>	<i>As determined by Metro Animal Services</i>
Spay/neuter voucher	\$100.00 minimum
Spay/neuter rebate certificate	\$35.00

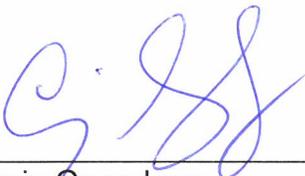
SECTION VIII: This Ordinance shall take effect one (1) year after passage and approval or otherwise becoming law.



 Sonya Harward
 Metro Council Clerk



 Markus Winkler
 President of the Council



 Craig Greenberg
 Mayor

October 3, 2023

 Approval Date

APPROVED AS TO FORM AND LEGALITY:

Michael J. O'Connell
Jefferson County Attorney

BY: M. Holliday Hopkins

O-193-23 Animal Ordinance Amendment LR 08-01-23

LOUISVILLE METRO COUNCIL
READ AND PASSED
September 28, 2023