CHAPTER TWELVE

ARTICLE I - Dogs

12.1.1 Vicious Dogs – No person shall own, keep, or harbor in the Town any dog known to him to be vicious, dangerous, or in the habit of biting or attacking persons, or other dogs or animals, whether or not such dog wears a tag or muzzle, and upon satisfactory proof that such dog is vicious, dangerous, or in the habit of biting or attacking persons, or other dogs or animals, the Dog Warden or other officer from time to time designated by the Council, may cause such dog to be killed.

12.1.2 Noisy Dogs – No person shall own, keep or harbor in the Town any dog which shall, by barking, howling, crying, or in any other manner whatsoever, disturb the comfort or quiet of any person who is a resident of the Town. Any person owning, keeping, or harboring in the Town a dog in violation of the provisions of this Section shall, upon conviction thereof, be guilty of a misdemeanor, and fined not less than Twenty-Five (25) nor more than One Hundred (100), and each day that any person shall be in violation of the provisions of this Section shall constitute a separate offense.

12.1.3 Dogs to be Confined and Not Permitted to Roam at Large; Taking Dog on a Leash – The owner of a dog or a person harboring or keeping a dog, shall not allow such dog to roam at large in the Town. The owner of a dog or person harboring or keeping a dog shall confine such dog at the premises of the owner or of the person harboring or keeping such dog. No person shall take any dog onto the streets, sidewalks, or public places of the Town unless the dog shall be upon a leash.

12.1.4 Impounding Dogs – It shall be the duty of the Dog Warden, or of such other officer as the Council may from time to time designate to cause to be seized and impounded, in such impoundment facility as shall have been designated by the Upper Kanawha Valley Dog Control Board or by the Mayor, any dog at large in the Town in violation of the provisions of Section 12.1.3 of this Article, whether such dog be licensed or unlicensed. Such impoundment shall be conducted, and such dog so impounded shall be handled, and, with respect to the disposition of the dog so impounded, the owner or keeper thereof shall have such rights, as shall have been prescribed by the rules and regulations adopted by such Board or, in the absence of such rules and regulations, as shall have been prescribed by rules and regulations promulgated by this Council.

ARTICLE II – Membership in Upper Kanawha Valley Dog Control Board; Dog Warden

12.2.1 Definitions – As used in this Article, the following terms shall possess the following meanings:

(a) "Agreement" means the written Agreement to be executed by this municipality and by other municipalities, the Mayors of which are members of the Upper Kanawha Valley Mayors Association, which Agreement provides for the joint and cooperative action of the municipalities which execute the Agreement for the employment of a Dog Warden to service such municipalities, and which Agreement has heretofore been approved by the Attorney General of the State of West Virginia.

(b) "Board" means the joint administrative Board created in paragraph "3" of the Agreement for the administration of the program for the employment of a Dog Warden in the Agreement provided for.

(c) "This municipality" means the Town of Glasgow, West Virginia.

12.2.2 Purpose: Effectuation Generally – This municipality does hereby enter into, and become a party to, the contractual arrangement between this municipality and certain other municipal corporations located in the Upper Kanawha Valley in the State of West Virginia whose Mayors are members of the Upper Kanawha Valley Mayors Association and which shall have executed the Agreement, as such arrangement is prescribed in the Agreement and in the provisions of this Article.

12.2.3 Approval of Agreement – The Council of this municipality does hereby approve the Agreement in the form submitted to the Council at its meeting at which this Article is introduced and as appearing as a part of the minutes of such meeting, and the Mayor of this municipality is hereby authorized and directed to execute the Agreement on behalf of this municipality by signing the same and by affixing the municipal seal of this municipality thereto.

12.2.4 Filing Agreement – Forthwith upon the execution of the Agreement by all parties thereto, an executed copy, or an accurate reproduction of an executed copy thereof, shall be filed with the State Tax Commissioner of the State of West Virginia and with the Recorder of this municipality, and shall be kept on file by the Recorder throughout its effective period and all extensions thereof.

12.2.5 Appropriation of Funds – From time to time, as shall be necessary, there shall be appropriated from the general revenues of this municipality, and paid to

the Board, this municipality's proportionate part of the total budget adopted by the Board for the then current fiscal year, as such budget shall have been adopted under the provisions of paragraph "5" of the Agreement.

12.2.6 Appointment of Board Members – In each fiscal year in which the Agreement shall be effective, the Mayor, with the approval of this Council, shall appoint a member to serve on the Board as the representative of this municipality. Such member shall be a resident of this municipality, but need not be a member of this Council. Such Board member shall serve throughout the remainder of the fiscal year in which he is appointed and until the appointment of his successor.

12.2.7 Authority of Dog Warden – Within and throughout this municipality, any Dog Warden employed by the Board shall be, and hereby is, throughout the tenure of his employment as such, vested with power and authority to enforce any ordinance or law, statutory or otherwise, effective within this municipality relating to dogs; to collect and receive any dog license fee or other fine, penalty, or charge relating to dogs, or to any offense connected with or relating to, dogs, their care, and their treatment; and to seize and impound any dog found running at large in this municipality in violation of any ordinance hereof. All sums received by such Dog Warden as any such fee, fine, penalty, or charge relating to this municipality shall be paid by him to this municipality and become part of its general revenues.

12.2.8 Term – This Article shall continue and remain in full force and effect so long as the Agreement continues effective and this municipality continues to be a party thereto.

ARTICLE III - Animal Waste

12.3.1 Definition – ANIMAL WASTE means any dog, cat or any other animal that defecates (soils) on property not owned by the owner of said animal or the person who has custody or control of said animal.

12.3.2 Enforcement Duties – The provisions of this article shall be enforced by the Humane Officer, Health Officer or their authorized agent or agents of the Town of Glasgow and may also be enforced by any Police Officer of the Town of Glasgow. All such Officers shall be authorized to issue citations to persons accused of violating any provision of this article and said citation shall be returnable to the Glasgow Municipal Court in the same manner as traffic violations.

12.3.3 Removal and Disposal of Animal Waste – No person owning or having custody of any dog, cat, or any other animal shall permit any such animal to defecate (soil) on any public street, alley, sidewalk, tree bank, park or any other public grounds or on any private property within the Town of Glasgow, other than the premises of the owner or person having the custody or control of said dog, cat, or other animal, unless said defecation is removed immediately and disposed of in an appropriate manner.

12.3.4. Fines and Penalties – Any person upon conviction for failing to comply with Section 3.1 of this Ordinance, shall pay a fine of $ 25.00 for the First Offense and a fine of $100.00 for each additional offense as set forth in the Ordinance.