

## **AGENDA**

1. **CALL TO ORDER**

2. **APPROVAL OF THE AGENDA**

3. **APPROVAL OF THE MINUTES**

3.1. Committee of the Whole Meeting – May 5, 2025

4. **ANYTHING BY CITIZENS**

*Procedure: A thirty-minute period will be provided for members of the public to address Council regarding questions, concerns and/or ideas. Each person will have a maximum of two minutes to address Council with a second two-minute period provided there is time remaining within the thirty-minute "Anything by Citizens" period.*

5. **NEW BUSINESS**

5.1. RFD 026-2025 Animal Control Agreement

6. **INFORMATION/DISCUSSION ITEMS**

6.1. Dangerous and Unsightly Status Report as of May 2025 – CAO

6.2. Community Concerns/Complaints as of May 2025 - CAO

7. **ANYTHING BY MEMBERS**

8. **ADJOURNMENT**

**COMMITTEE OF THE WHOLE**  
**Monday, May 5, 2025, at 7:00 pm**

A regular monthly meeting of the Committee of the Whole of Middleton Town Council was held in person, via ZOOM and on Facebook Live on Monday, May 5, 2025.

**PRESENT**

Chairing the meeting, Mayor Gail Smith; Deputy Mayor Gary Marshall, Councillors John Bartlett, Dan Smith, Bernadette Knapp, Jonathan Archibald and Sandra Fournier; Chief Administrative Officer, Ashley Crocker, and Recording Secretary, Sara Marceau.

Regrets:

**1. CALL TO ORDER**

Mayor Smith called the meeting to order at 6:59 pm.

**2. APPROVAL OF THE AGENDA**

**250505.01:** It was moved and seconded to approve the agenda, as amended. **Motion carried.**

**3. APPROVAL OF THE MINUTES**

Approval of the Previous Meeting Minutes

**April 7, 2025**

No errors or omissions were noted, and the minutes were considered approved.

**4. ANYTHING BY CITIZENS**

Nothing to report.

**5. NEW BUSINESS**

5.1 RFD 019-2025 Memorandum of Understanding with The Salvation Army

CAO Crocker gave a brief overview of the Memorandum of Understanding with The Salvation Army.

**COMMITTEE OF THE WHOLE**  
**Monday, May 5, 2025, at 7:00 pm**

**250505.02** It was moved and seconded that Town Council approve the Memorandum of Understanding between The Salvation Army Disaster Services, Atlantic Division, AND the Annapolis Regional Emergency Management Organization (Annapolis REMO), as recommended by the Annapolis REMO Advisory Committee. **Motion carried.**

5.2 Discussion of Library Support

Councillor Fournier provided a brief overview of the support she hopes to see extended to the Annapolis Valley Regional Library.

A discussion followed regarding the library, and Mayor Smith suggested adding the motion to the Annapolis County Inter-Municipal Working Group agenda.

**ACTION:** CAO Crocker to add the motion to the agenda for the upcoming Annapolis County Working Group meeting. Proposed motion: “The issue of adequate and sustainable funding for public libraries in Nova Scotia be brought forth to the Nova Scotia Federation of Municipalities Board for consideration as an advocacy priority”

Deputy Mayor Marshall stated that there must be a more creative solution than relying solely on funding from municipalities.

**6. INFORMATION/DISCUSSION ITEMS**

6.1 Dangerous and Unsightly Status Report as of April 2025

CAO Crocker stated that the Dangerous and Unsightly Status Report has been circulated and that there are no updates to report.

6.2 Community Concerns/Complaints as of April 2025

CAO Crocker stated that the Community Concerns/Complaints as of April 2025 has been circulated.

6.3 2024-25 Capital Projects Update

CAO Crocker stated that the 2024-25 Capital Projects Update has been circulated.

6.4 Public Input to 2025-2028 Strategic Plan

CAO Crocker gave a brief overview of the Public Input to the 2025-2028 Strategic Plan.

**COMMITTEE OF THE WHOLE**  
**Monday, May 5, 2025, at 7:00 pm**

Deputy Mayor Marshall asked whether anyone would be presenting at the in-person focus group session. CAO Crocker stated that she and Communications and Events Coordinator Pearson will be attending and presenting.

**7. CORRESPONDENCE**

Three (3) notices of correspondence were distributed to Council members.

- 7.1 April 17, 2025, Letter from Minister Kim Masland & Minister John Lohr re: Fire Services Review.
- 7.2 April 23, 2025, Letter from Minister John Lohr re: Reprofiling of Beautification & Streetscaping Program and the Community Works Program.
- 7.3 May 1, 2025, Inn from the Cold, Overnight Shelter Report

**8. ANYTHING BY MEMBERS**

Councillor Archibald attended a Neighborhood Watch meeting and a fall alert program for seniors has been introduced, with funding available for low-income individuals. MLA David Bolby attended the event, it was great to see him engaging with the community.

Councillor Bartlett attended a Valley REN meeting, which was also attended by MLA David Bolby.

Councillor Fournier participated in the Nova Scotia Federation of Municipalities (NSFM) Conference and will provide a summary of the event to Council.

Councillor Knapp was approached by a resident regarding the crosswalk flags near the post office, specifically from School Street to Main Street.

**9. ADJOURNMENT**

The Mayor declared the meeting adjourned at 7:31 pm.

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MAYOR

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RECORDING SECRETARY

**REQUEST FOR DECISION  
Animal Control Agreement  
RFD#: 026-2025**



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**To:** COTW and Town Council  
**From:** Ashley Crocker, CAO  
**Date:** June 2, 2025, and June 16, 2025  
**Subject:** Animal Control Agreement with Annapolis County: April 1, 2025 – March 31, 2030

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**Guiding Principles for Decision-Making**

**Accountability   Transportation   Diversity   Sustainability   Engaged   Informed**

References/Attachments

- Animal Control Agreement for April 1, 2023 to March 31, 2025
- Proposed Animal Control Agreement for April 1, 2025, to March 31, 2030
- Animal Control By-law

Legislation

- Animal Control By-law

Recommendation

That Council approve the proposed Animal Control Agreement with the Municipality of the County of Annapolis effective April 1, 2025, to March 31, 2030, and direct the Mayor and CAO to execute the agreement.

Background

The Animal Control Agreement with the Municipality of the County of Annapolis (“Annapolis County”) expired on March 31, 2025. Annapolis County plans to approve the attached proposed Animal Control Agreement at their Council meeting on June 17, 2025. The Town’s next Council meeting is June 16, 2025.

The new agreement contains changes from the previous agreement, which are summarized on the next page.

The Town will also need to update its Animal Control Bylaw, to be consistent with the County’s. This will come to the June or July Council meeting for first reading.

**REQUEST FOR DECISION  
Animal Control Agreement  
RFD#: 026-2025**



| <b>Item</b>       | <b>Previous Agreement</b>  | <b>New (Proposed) Agreement</b>  |
|-------------------|--|--|
| Services          | Each Animal Control “event” will require the Town to pay Annapolis County \$75 per complaint.  | Each Animal Control “event” will require the Town to pay Annapolis County \$80 per call.   |
| Impounding Costs  | \$30 impound fee and \$15 board fee for dogs   | \$35 impound fee and \$20 per day boarding fee   |
| Mileage           | Mileage to respond to a complaint whether it is taken to the Animal Control Facility or not is calculated based on the current County of Annapolis mileage rate. | Mileage will be paid in response to a complaint regardless of the outcome of the call. The County uses the provincial mileage rate.  |
| Impound Duration  | Owner will have 7 days from Notice date before animal is euthanized.   | Owner will have three (3) days from Notice date before animal is euthanized.   |
| Dog Registration  | The subject of dog registration was not discussed in the previous agreement. Town staff have not promoted dog tag registration in recent years.                  | At the option of the Town, the County may assume responsibility for dog registration and issuance of tags within the Town on a cost recovery basis. Registration records will be shared / updated with the Town at least twice per year. |
| Term of Agreement | 2 years  | 5 years  |

**Financial Implications**

Annapolis County has increased the fee for each animal complaint event by \$5 per call (from \$75 to \$80). Impound fees have also been increased by \$5 each.

In 2022-2023, total Animal Control Costs were \$550  
 In 2023-2024, total Animal Control Costs were \$1,119.60  
 The 2024-2025 Animal Control costs have not yet been finalized.

**REQUEST FOR DECISION  
Animal Control Agreement  
RFD#: 026-2025**



Strategic Plan/Operating Plan Alignment

| Check Applicable | Strategic Priority Area      | Comments |
|------------------|------------------------------|----------|
|                  | Environment                  |          |
|                  | Infrastructure               |          |
|                  | Economy                      |          |
|                  | Community                    |          |
| X                | Governance                   |          |
|                  | Council Strategic Initiative |          |

Alternatives

N/A

Community Engagement/Communication

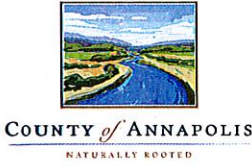
N/A

CAO Comments

The CAO supports the recommendation of staff.

CAO Initials: AC

Target Decision Date: June 16, 2025



752 St. George Street  
Annapolis Royal, Nova Scotia, Canada B0S 1A0  
Phone: (902) 532-2331 Fax: (902) 532-2096  
Website: AnnapolisCounty.ca

## Short Form Agreement for Supply of Work, Goods or Materials

### The Provider

**Provider:** Town of Middleton  
**Address:** 131 Commercial Street, Middleton, NS B0S 1P0  
**Contact Person:** Ashely Crocker, Chief Administrative Officer  
**Phone Number:** 902-825-4841  
**Cell Number:** \_\_\_\_\_  
**Email Address:** acrockertown.middleton.ns.ca

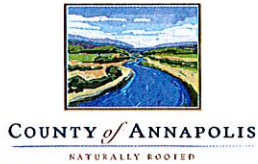
### The Municipality of the County of Annapolis

**Contact Person:** Cheryl Mason, Manager of Protective Services  
**Phone Number:** (902) 532-0691  
**Cell Number:** (902) 840-3766  
**Email Address:** cmason@annapoliscounty.ca

## Terms of Agreement

### Conditions and Special Provisions

1. Whereas the County owns and operates an Animal Control Facility (Pound), the Town hereby requests the County of Annapolis Animal Control Officer / Pound Keeper to respond to complaints under the Animal Control Bylaw for reports of a dog that: runs at large; attacked or injured a person or domestic animal, fails to comply with a notice to muzzle, securely leash, and ensure that the dog is under control of a person not under 18 years or age when the dog is off the property of the owner; who fails to comply with a notice to keep the dog securely restrained either indoors or inside an escape-proof enclosure that does not allow the dog to jump, climb or dig its ways out of while it is on the property of the owner; whose owner fails to remove feces from a public or private property; whose dog persistently disturbs the quiet of the neighbourhood by barking, howling or otherwise; or owns, keeps or harbours a fierce or dangerous dog, and each event is subject to an administrative fee for staff costs in the amount of \$75.00 with an annual 2% cost of living increase.
2. The Town hereby agrees that its residents will be subject to the arrangements designated by the County for responding to such complaints and providing information received by Animal Control. Should the owner not pay the fee, the Town will reimburse the County based on the following fees for service:
  - a. Animal Complaints: \$75 to respond to each complaint which includes picking up the animal, obtaining information and/or taking pictures, whether the animal is picked up or not.
  - b. Impound Cost: \$30 impounding fee and \$15 per day board fee.
  - c. Travel Costs: Mileage to respond to a complaint whether it is taken to the Animal Control Facility or not is calculated based on the current County of Annapolis mileage rate.
  - d. Extraordinary Costs: Reimbursement for any expenses incurred by the Animal Control Officer in relation to the animal including costs for veterinarian care, as deemed necessary.



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**Short Form Agreement for Supply of Work, Goods or Materials**

**The Town of Middleton**

3. Whereas the Town annually appoints the respective County employee(s) as the Animal Control Officer(s) for the Town; the Town agrees to compensate the County for providing animal control services in the amount set forth above as the need arises. The Town also agrees to provide a current copy of its By-law and promptly apprise the County of any amendments thereto.
4. The start date for this Agreement is April 1, 2023 and it expires on March 31, 2025.
5. The Town agrees the County will make arrangements with a local veterinarian or animal society for the disposition of the animal not less than Seven (7) days from date of Notice to Owner as outlined in the Town's Animal Control Bylaw.
6. The Town shall keep the County up to date on dog tags sold for the ability to contact the owner should a tag be identified.
7. The Agreement may be terminated within thirty (30) days upon written notice from either party.

I/We understand and agree to the Terms and Conditions, which form part of this Agreement.

**TOWN OF MIDDLETON**

Ashley Crocker  
Ashley Crocker, Chief Administrative Officer

Ashley Crocker  
Print Name

March 29, 2023  
Date

This Agreement is hereby accepted and approved on behalf of The Municipality of the County of Annapolis

[Signature]

Candace Young

April 13, 2023  
Date

April 13, 2023  
Date

Original:      Vault

- Department Manager
- Finance
- The Provider

This Agreement is made in duplicate and entered into this \_\_\_\_ day of \_\_\_\_\_, 2025.

BETWEEN:

**Municipality of the County of Annapolis**  
hereafter called “the County”  
OF THE FIRST PART

AND:

**Town of Middleton**  
hereafter called “the Town”  
OF THE SECOND PART

WHEREAS:

- The County owns and operates an Animal Control Facility (the “Pound”); and
- The County employs Bylaw Enforcement Officers appointed as Special Constables in accordance with Section 88 of the *Police Act* who are responsible for enforcement of bylaws in the County of Annapolis; and
- The Town wishes to enter into an agreement with the County to provide animal control services and enforce the Town’s Animal Control *Bylaw*.

NOW THEREFORE, the parties agree as follows:

### **1. Services**

The County, through its Bylaw Enforcement Officers, agrees to respond to and enforce the provisions of the Town’s *Animal Control Bylaw* (or subsequent revised bylaw), specifically in relation to the following:

- Dog registration (optional subject to arrangement);
- Animals at large;
- Dog attacking or injuring a person or domestic animal;
- Owner failing to comply with notice to muzzle, securely leashing, or ensure a dog is under the control of a person not under 18 years of age when off the property of the owner;
- Owner failing to comply with notice to keep a dog securely restrained either indoors or in an escape-proof enclosure;
- Owner failing to remove feces of their animal from public or private property other than the owner’s;
- Dog persistently disturbing the quiet of the neighborhood;
- Owner keeping or harbouring a fierce or dangerous dog.

## 2. Fees

The Town agrees to compensate the County for services provided as follows:

| Type of Service                     | Details   | Fee   |
|-------------------------------------|---|---|
| <b>Respond to Animal Complaints</b> | Regardless of outcome, each complaint received which results in follow-up investigation or picking up a dog                               | \$80 Per Call   |
| <b>Impound / Board Dog</b>          | Costs will be recovered from owner prior to release of dog<br>If dog is not released / claimed by the owner, the Town will pay the County | \$35 impound fee<br>\$20 per day boarding fee                               |
| <b>Travel Costs</b>                 | Mileage required in response to a complaint regardless of the outcome of the call   | The County uses the provincial mileage rate                                 |
| <b>Extraordinary Costs</b>          | This could be relating to veterinarian care, as deemed necessary  | Full cost recovery either the owner (if claimed) or the Town if not claimed |

## 3. Appointment and Compliance

The Town shall annually appoint the County's Bylaw Enforcement Officers as its Animal Control Officer(s).

The Town shall provide the County with a current copy of the *Dog Bylaw* and notify the County promptly of any amendments.

The County shall promptly notify the Town of any personnel changes necessitating changes to appointment of Animal Control Officer(s).

## 4. Impound Duration

The County agrees to hold an impounded animal for not less than three (3) days from the date of notice to the owner, in accordance with the Town's Bylaw, prior to making arrangements for release to a rescue organization, adoption or euthanization (for humane reasons upon recommendation of a veterinary professional).

## 5. Dog Registration

At the option of the Town, the County may assume responsibility for dog registration and issuance of tags within the Town on a cost recovery basis. The County will sell and distribute dog tags, retain all associated fees, and maintain a record of all tags issued. Registration records will be shared / updated with the Town at least twice per year.

**6. Term and Termination**

This Agreement shall be effective as of the date of signing by both parties and shall remain in effect until March 31, 2030, unless terminated earlier. Either party may terminate this Agreement with thirty (30) days written notice by either party.

**IN WITNESS WHEREOF**

The parties hereto have executed this Agreement by their duly authorized officers as of the date first above written.

|                        |   |  |
|------------------------|---|--|
| _____                  | ) | _____  |
| Witness for the Town   | ) | <b>Town of Middleton</b>                       |
|                        | ) |  |
| _____                  | ) | _____  |
| Witness for the Town   | ) | <b>Town of Middleton</b>                       |
|                        | ) |  |
| _____                  | ) | _____  |
| Witness for the County | ) | <b>Municipality of the County of Annapolis</b> |
|                        | ) |  |
| _____                  | ) | _____  |
| Witness for the County | ) | <b>Municipality of the County of Annapolis</b> |

## ANIMAL CONTROL BYLAW

### TITLE

1. This Bylaw is entitled the “Animal Control Bylaw” and is intended to outline the control of animals in the Town of Middleton.

### DEFINITIONS

2. In this Bylaw:
  - a. “**Animal**” means a dog or cat;
  - b. “**Animal Control Officer**” means a person appointed by the Town of Middleton pursuant to the provisions of Section 44 of the Police Act, and who is responsible for the enforcement of this Bylaw;
  - c. “**Cat**” means a feline of any breed of domesticated cat or crossbreed domesticated cat;
  - d. “**Chief Administrative Officer**” means the Chief Administrative Officer for the Town;
  - e. “**Destroy**” means kill;
  - f. “**Dog**” means any dog, male or female, or any animal that is the result of the breeding of a dog and any other animal;
  - g. “**Extraordinary Expense**” means any expense incurred in relation to an animal except for provision of food and shelter;
  - h. “**Fierce or Dangerous Dog**” means any dog:
    - i. that, in the absence of a mitigating factor as defined herein, has attacked, or injured a person;
    - ii. that, in the absence of a mitigating factor as defined herein, has attacked, or injured a domestic animal;
    - iii. that, in the absence of a mitigating factor as defined herein, approaches any person or domestic animal in an apparent attitude of attack, upon streets, sidewalks, any public grounds or places, or on private property other than the property of the Owner;
    - iv. trained or used for dog fighting;
    - v. that is rabid or appears to be rabid or exhibiting symptoms of canine madness.
  - i. “**Impound**” means to seize and hold in custody;
  - j. “**Impounding Fees**” mean any such fees as is set by Policy of Council for the cost of impounding an animal by the Animal Control Officer;
  - k. “**Mitigating Factor**” means a circumstance that may excuse the dangerous behaviour of a dog, and without limiting the generality of the foregoing, may include:
    - i. aggressive behaviour while acting in defense of an attack by a person or domestic animal;
    - ii. aggressive behaviour while acting in defense of its young;
    - iii. aggressive behaviour as a reaction to a person or domestic animal trespassing on the property of its Owners;
    - iv. aggressive behaviour resulting from being teased, provoked, or tormented;
    - v. aggressive behaviour caused by the complainant leaving food or attractants of any type out of doors;
    - vi. the dog is a professionally trained dog lawfully engaged in law enforcement duties under the control of a law enforcement officer.
  - l. “**Owner**” of an animal includes any person who possesses, has the care of, has the control of, or harbours an animal and, where the person is a minor, includes a person with custody of the minor;
  - m. “**Service Dog**” means a dog that is trained to assist a person with a disability;
  - n. “**Town**” means the Town of Middleton.

### REGISTRATION

3. Town residents have the option to register their dog, on a volunteer basis, and receive a dog tag for identification purposes and shall pay a registration fee in accordance with the Town of Middleton Fees Policy.
4. The Town shall keep a record of every dog registered, including the following information:

- a. registration date;
  - b. registration number;
  - c. Name, civic address, mailing address, email address and telephone number(s) of the Owner;
  - d. name and breed of the dog;
  - e. description of dog, including where appropriate, proof that the dog has been spayed or neutered;
  - f. registration fee.
5. A Service Dog is exempt from any registration fee.
  6. The Town shall supply to each Owner of a registered dog a tag and the Owner shall affix the tag to the dog for identification purposes.
  7. If an Owner files with the Town a written confirmation that the dog tag has been lost or destroyed and pays a replacement fee, in the amount set out in the Town of Middleton Fees Policy, the Town shall provide a replacement dog tag.
  8. The Owner of a dog shall deliver in writing to the Town a statement of the number of dogs owned or harboured, or that are habitually kept upon the premises occupied by the Owner within ten (10) days after having received notice requiring it to be provided.

#### **ANIMAL CONTROL OFFICER**

9. The Town shall appoint an Animal Control Officer as a Bylaw Enforcement Officer under the terms (s.89) of the *Police Act* 2004, c.31, s.1 and its associated Regulations, who shall be responsible for enforcing the provisions of this Bylaw.

#### **CONTRAVENTION OF BYLAW**

10. Every Owner is in contravention of the Bylaw:
  - a. whose dog runs at large; or
  - b. whose dog has attacked or injured a person; or
  - c. whose dog has attacked or injured a domestic animal; or
  - d. who fails to comply with a notice to muzzle, securely leash, and ensure that the dog is under the control of a person not under 18 Years of age when the dog is off the property of the Owner; or
  - e. who fails to comply with a notice to keep the dog securely restrained either indoors or inside an escape-proof enclosure that does not allow the dog to jump, climb or dig its way out of while it is on the property of the Owner; or
  - f. who fails to remove the feces of his/her animal from public property or private property, other than the Owners; or
  - g. whose dog persistently disturbs the quiet of the neighbourhood by barking, howling or otherwise; or
  - h. who owns, keeps or harbours a fierce or dangerous dog.

Each contravention is a separate offence and subject to a separate charge.

#### **ANIMALS AT LARGE**

11. The Animal Control Officer may, without notice to or complaint against the Owner, impound any animal that runs at large contrary to this Bylaw.
12. When an animal is impounded, the Animal Control Officer shall check for a tag or electronic identification device. If a tag or electronic identification device is found, the Animal Control Officer shall make at least one attempt to contact the Owner of the animal. However, it remains the responsibility of the Owner of a missing animal to contact the Animal Control Officer to ascertain whether the animal has been impounded.
13. If an animal has not been recovered by its Owner at the expiry of a period of seventy-two (72) hours after being impounded, the Animal Control Officer will contact the Chief Administrative Officer for direction.
14. Whenever the seventy-two (72) hours of impounding time expires on a weekend or holiday, the Animal Control Officer shall hold each animal until the end of the first business day following the weekend or holiday to permit the Owner to recover the animal.
15. Where an animal is injured, ill or diseased before or after being impounded such that in the opinion of the Animal Control Officer it should receive veterinary treatment without delay for humane reasons, the animal may receive treatment or be destroyed without giving notice to the Owner or permitting any person to recover the animal prior to receiving treatment.
16. Upon verification of proof of Ownership, the Owner of an animal, which has been impounded for being at large may recover the animal after making payment (or satisfactory arrangements for payment) of:

- a. an impounding fee (in accordance with the Town of Middleton Fees Policy);
  - b. a daily pound fee (in accordance with the Town of Middleton Fees Policy);
  - c. all travel expenses incurred by the Town;
  - d. all necessary veterinary costs incurred to care for the dog;
  - e. reimbursement for any extraordinary expenses incurred by the Animal Control Officer in relation to the animal.
17. If an animal is not released to its Owner, the fees, expenses, and costs payable in Section 16 may be recovered by the Town from the Owner as a debt.
18. In a circumstance that the previous warnings or tickets have been given to the Owner of an animal which has been at large, the Animal Control Office, in consultation with the Chief Administrative Officer, may refuse to permit the Owner to recover the animal. Any animal which is not permitted to be recovered by its Owner may be given away.

#### **FIERCE OR DANGEROUS DOGS**

19. Where a dog is fierce or dangerous, the Animal Control Officer may do any one or a combination of the following:
- a. impound the dog;
  - b. issue the Owner a notice to muzzle, securely leash, and ensure that the dog is under the control of a person not under 18 years of age when the dog is off the property of the Owner of the dog;
  - c. issue the Owner a notice to keep the dog securely restrained either indoors or inside an escape-proof enclosure that does not allow the dog to jump, climb, or dig its way out while it is on the property of the Owner.
20. Where a dog poses an imminent danger to a person or a domestic animal, the Animal Control Officer may:
- a. have the dog destroyed on sight; or
  - b. have the dog destroyed after capture.
21. If a notice has been issued to the Owner in accordance with Section 19, the Owner may recover the dog after making payment (or satisfactory arrangements for payment) of:
- a. an impounding fee (in accordance with the Town of Middleton Fees Policy);
  - b. a daily pound fee (in accordance with the Town of Middleton Fees Policy);
  - c. all travel expenses incurred by the Town;
  - d. all necessary veterinary costs incurred to care for the dog;
  - e. reimbursement for any extraordinary expenses incurred by the Animal Control Officer in relation to the dog.
22. Where a dog impounded in accordance with Section 19 is injured, ill or diseased before or after being impounded such that in the opinion of the Animal Control Officer it should be destroyed without delay for humane reasons, the dog may be destroyed in a humane manner without giving notice to the Owner or permitting any person to recover the animal.
23. If a dog is destroyed, the fees, expenses and costs payable in Section 21 may be recovered by the Town from the Owner as a debt.
24. The failure of the Owner to comply with any notice issued in accordance with Section 21 shall be an offence under this Bylaw.

#### **PENALTY**

25. Any person who contravenes any provision of this Bylaw, or fails to pay any tax or fee required to be paid by this Bylaw, is punishable on summary conviction by a fine of not less than \$200 and not more than \$1,000 and to imprisonment of not more than three months in default of payment thereof.

#### **REPEALS**

26. Any previous Dog or Impounding of Animals Bylaws and amendments are repealed upon coming into force of this Bylaw.

**I, Jennifer Boyd, Town Clerk of the Town of Middleton,** do hereby certify that the Bylaw, of which the foregoing is a true copy, was duly passed at a duly called meeting of the Town Council of the Town of Middleton held on the 20<sup>th</sup> day of July, 2020.

  
Jennifer Boyd  
Town Clerk



| <b>Bylaw Adoption</b>  |                |
|--|----------------|
| Date of First Reading:   | April 6, 1999  |
| Publication of Notice of Intent:   | April 14, 1999 |
| Date of 2 <sup>nd</sup> Reading & Passing:   | May 3, 1999    |
| Date of Publication of Notice of Passing:  | May 12, 1999   |
| Description: Passing of Original Bylaw   |                |
| <b>First Amendment</b>   |                |
| Date of First Reading:   | June 15, 2020  |
| Publication of Notice of Intent:   | June 27, 2020  |
| Date of 2 <sup>nd</sup> Reading & Passing:   | July 20, 2020  |
| Date of Publication of Notice of Passing:  | July 25, 2020  |
| Description: First Amendment to the Dog/Animal Bylaw amends this Bylaw by changing name to Animal Control Bylaw, merges the Dog and Impounding of Animals Bylaws to form one bylaw called the Animal Control Bylaw, moves the fees from the Dog and Impounding of Animals Bylaws to the Fees Policy. |                |

**DANGEROUS AND UNSIGHTLY 2023**

**Complaints and Status Report**

| Complaint # | Date Complaint Received                        | Address of Owner | Complaint Form Completed   | Property Inspection and Form Completed | Initial Notice Sent | Complainant Updated | Follow-up Inspection Must Be Done By: | Follow-up Property Inspection Completed | Is Clean Up Required? Y / N | Estimate of Cost for Clean Up \$\$ | Council Approval for Clean Up Y / N | Notice to Owner of Clean Up | Owner Invoiced for Costs or Lien Placed | STATUS  | Mark Complete When File is Closed |
|-------------|--|------------------|----------------------------|--|---------------------|---------------------|---------------------------------------|---|-----------------------------|------------------------------------|-------------------------------------|-----------------------------|---|---|-----------------------------------|
| 23-DU006    | 6-Jun-23                                       | 121 Main         | 7-Jun-23                   | 7-Jun-23                               | 30-Jun-23           | 2-Aug-23            | 15-Jul-23                             | 25-Jul-23<br>29-Nov-24                  | N                           | n/a                                | n/a                                 | n/a                         | n/a                                     | Property Owner intends to demolish section of building that is unsightly. A permit form was given to the Property Manager, but was never returned.<br>Nov 29/24 - Administrators visited property. Building is still standing. Staff issued a letter asking for an update and no response received.   |                                   |
| 23-DU007    | 7-Jun-23                                       | 75 Victoria      | 7-Jun-23                   | 7-Jun-23                               | 30-Jun-23           |                     | 15-Jul-23                             | 29-Nov-24                               |                             |                                    |                                     |                             |   | Property is changing hands. Property was re-visited on May 30/24 and is still dangerous/unsightly.<br>Nov 29/24 - Administrators visited property. Looks like they're trying to clean up property. Staff will check to see when ownership changed, and ask new owners for an update. No response from property owner.   |                                   |
| 23-DU011    | 16-Jun-23                                      | 174 Main         | 16-Jun-23                  | 31-Aug-23                              | 7-Jun-24            |                     | 24-Jun-24                             | 29-Nov-24                               |                             |                                    |                                     |                             |   | Property was re-visited on May 30/24 and is still unsightly. Letter was sent.<br>Nov 29/24 - Administrators re-visited property. Need to discuss path forward.  |                                   |
| 23-DU013    | 16-Jun-23                                      | 28 Bridge        | 16-Jun-23                  | 31-Aug-23                              | 7-Jun-24            |                     | 24-Jun-24                             | 29-Nov-24                               |                             |                                    |                                     |                             |   | Property was re-visited on May 30/24 and is still unsightly. Letter was sent.<br>Nov 29/24 - Administrators visited property. No change. Letter to be re-issued. Letter was issued after postal strike. No response from property owner.  |                                   |
| 23-DU016    | 16-Jun-23<br>1-Aug-23<br>8-Aug-24<br>30-Sep-24 | 8 Spring Garden  | 16-Jun-23                  | 29-Aug-23                              | 7-Jun-24            |                     | 24-Jun-24                             | 29-Nov-24                               |                             |                                    |                                     |                             |   | Property was re-visited on May 30/24 and is still unsightly. Letter will be sent.<br>Jun 12/24 - Renter called and stated that in her rental agreement, the landlord is supposed to be taking care of all yard work.<br>Nov 29/24 - Administrators visited property. No change. Letter to be re-issued. Letter was issued after postal strike. No response from property owner. |                                   |
| 23-DU018    | 16-Jun-2023<br>13-May-2024<br>29-May-2025      | 5 George         | 16-Jun-2023<br>13-May-2024 | 31-Aug-23                              | 7-Jun-24            |                     | 24-Jun-24                             | 29-Nov-24                               |                             |                                    |                                     |                             |   | Property was re-visited on May 30/24 and is still unsightly. Letter was sent.<br>Nov 29/24 - Administrators visited property. No change. Will contact Building Inspectors on next steps as it appears unsafe. Contacted building inspectors and building inspector does not believe anyone lives there currently.   |                                   |
| 23-DU019    | 5-Jun-23                                       | 54 School        | 16-Jun-23                  | 7-Jun-23                               | 25-Jul-23           |                     | 8-Aug-23                              | 30-May-24<br>29-Nov-24                  |                             |                                    |                                     |                             |   | Met with property owner on Jul 31/23 and they communicated that the conveyor belt will be removed by mid-November. Property was re-visited May 30/24 and conveyor belt has not been removed. Reminder letter to be issued.<br>Nov 29/24 - Administrators visited property. No change. Conveyor belt has not been removed.   |                                   |

**DANGEROUS AND UNSIGHTLY 2024**

**Complaints and Status Report**

| Complaint # | Date Complaint Received | Address of Owner | Complaint Form Completed | Property Inspection and Form Completed | Initial Notice Sent | Complainant Updated | Follow-up Inspection Must Be Done By: | Follow-up Property Inspection Completed | Is Clean Up Required? Y / N | Estimate of Cost for Clean Up \$\$ | Council Approval for Clean Up Y / N | Notice to Owner of Clean Up | Owner Invoiced for Costs or Lien Placed | STATUS   | Mark Complete When File is Closed |
|-------------|-------------------------|------------------|--------------------------|--|---------------------|---------------------|---------------------------------------|---|-----------------------------|------------------------------------|-------------------------------------|-----------------------------|---|--|-----------------------------------|
| 24-DU004    | 24-May-24               | 16 Bridge Street | 24-May-24                |  |                     |                     |                                       |   |                             |                                    |                                     |                             |   | Nov 29/24 - Administrators visited property. There is a barricade around the property. Need to re-visit property and fill out forms. |                                   |

**DANGEROUS AND UNSIGHTLY 2025**

**Complaints and Status Report**

| Complaint # | Date Complaint Received | Address of Owner | Complaint Form Completed | Property Inspection and Form Completed | Initial Notice Sent | Complainant Updated | Follow-up Inspection Must Be Done By: | Follow-up Property Inspection Completed | Is Clean Up Required? Y / N | Estimate of Cost for Clean Up \$\$ | Council Approval for Clean Up Y / N | Notice to Owner of Clean Up | Owner Invoiced for Costs or Lien Placed | STATUS   | Mark Complete When File is Closed |
|-------------|-------------------------|------------------|--------------------------|--|---------------------|---------------------|---------------------------------------|---|-----------------------------|------------------------------------|-------------------------------------|-----------------------------|---|--|-----------------------------------|
| 25-DU001    | 7-Feb-25                | 50 School Street | 7-Feb-25                 | 13-Feb-25                              | 14-Feb-25           | n/a                 | 28-Feb-25                             | 28-Feb-25                               | Y                           | \$ 52,000.00                       | Y                                   | Y                           | Lien Placed on Property                 | Feb 26/25: Owner informed the Town that they cannot afford clean-up of the property.<br>Feb 28/25: Staff received quotes from contractors to clean up the property.<br>Mar 3/25: Council authorized cleanup.<br>Mar 4/25: Cleanup commenced.<br>Mar 20/25: Cleanup finished. | COMPLETE                          |

**COMMUNITY COMPLAINTS & CONCERNS 2025**

**Status Report**

| Complaint # | Date Complaint Received | Method of Complaint | Description of Concern/Complaint  | Department Responsible | Complainant Updated | Staff Update  | Status      |
|-------------|-------------------------|---------------------|---|------------------------|---------------------|---|-------------|
| 25-005      | 17-Jan-25               | Email               | Residents are now dumping items where the Diabetes Bin used to be on Main Street at the Foodland  | Administration         | 20-Jan-25           | Staff informed the resident that the Town will give the Foodland a chance to address the issue and if not addressed, the complaint will be moved to Dangerous and Unsightly May 15: Dumping has stoppepd.   | Complete    |
| 25-008      | 28-Jan-25               | Facebook Messenger  | The location of the crosswalk at the end of Bridge Street by the Needs Store is very challenging to stop behind. When turning left, it's very hard to see oncoming traffic on Main Street due to the sign and cars parked in the Needs parking lot.   | Public Works/Parks     |                     | May 15: Staff investigated. There is no other option.   | Complete    |
| 25-018      | 18-Mar-25               | Phone               | A resident called to say that she saw two ATVs at the Wetlands Park, bypassing the concrete barricades. She stopped them as they exited the park by the phone tower and told them that the park is off limits to motorized vehicles. She said that she would like to see more concrete barricades placed at the park. | Public Works/Parks     |                     | Staff to investigate, May 1/25 we are looking into a possible fence or more barricades but there are multiple trails that lead to the tracks and to the wetland trail and blocking off atv's and dirtbikes is nearly impossible. Signs have been ordered to put up in the park that are no motorized vehicles allowed, once they arrive we will install in the park at various locations. | Complete    |
| 25-020      | 24-Mar-25               | In-person           | Complainant is concerned about the sidewalk that goes from Tim Horton's to Needs. They stated that it is dangerous to people with mobility issues. They also said that the sidewalks on Commercial Street are dangerous due to cracks and holes, particularly for people that use mobility aids.                      | Public Works/Parks     | 1-May-25            | Mar 25/25: Called Complainant - No answer. May1/25 Part of this section is on the list to be replaced.  | In-Progress |
| 25-021      | 27-Mar-25               | Phone               | Complainant would like a streetlight replaced. It was damaged in Dorian and then it was removed. Complainant mentioned that they got signatures from other residents on the street in support of getting a new light.   | Public Works/Parks     | 9-May-25            | Apr 4/25: No Answer - Left a Voicemail. Apr 15/2025: Talked to complainant and updated her on the situation and resident was very understanding. May 9/25: Called the complainant to update her. The light is a NS Power light that is the responsibility of another resident, and was orginally removed by NS Power.   | Complete    |
| 25-022      | 14-Apr-25               | Email               | Complainant saw ATVs going past the barriers at the Rotary park. The individual said that having signage say, "no ATVS", might help deter people and help community members back up their statements when they say that ATVs aren't allowed at the park.  | Public Works/Parks     | 14-Apr-25           | Apr 14/25: Emailed complainant and let her know that there are multiple signs at the par that say "No ATVs" that were just k and we are exploring more barriers potentially.  | Complete    |
| 25-023      | 12-May-25               | Phone               | Complainant is unhappy with the use of the street sweeper. They said they were woken up at 3am by the beeping of the machine and said it was distressing. They said they don't feel Commercial Street needs to be swept.  | Public Works/Parks     | 12-May-25           | 12-May-25: Emailec omplainant to update them on the reason why the street sweeper was going up Commercial Street at 3am and that we are rgulated by law to have a beeper on the machine.  | Complete    |