

Assuming that the intent of HB 2470 is to:

1. eliminate or significantly reduce the inhumane treatment of dogs kept by private and commercial kenneling facilities
2. eliminate or significantly reduce irresponsible high volume breeding of dogs.
3. provide protection for dog buyers against irresponsible breeders by applying reasonable standards for health assurance to which all breeders who sell dogs to the public must adhere, and,

Assuming the intent of the bill is not to:

- encumber, restrict or inhibit the operation of responsible private dog breeding, training, grooming, and kenneling practices that comply with existing local and state regulations.
- encumber, restrict or inhibit responsible commercial dog kenneling, training, handling, transporting, grooming, veterinary, research, and breeding operations that comply with existing local and state regulations and licensure requirements.
- discourage, encumber or restrict the sport, training or activities related to organized dog showing, competition, performance trials, field events, or any other organized event subject to American Kennel Club (AKC) auspices, through the application of regulations that may be inconsistent with established containment, exercise, or other dog handling practices that are acceptable to the AKC for such events and activities, and that comply with existing state and local laws.

Therefore, a summary account of faults in the current form of HB 2470 is as follows:

Section 1.2 A person may not possess, control or otherwise have charge of at the same time more than 25 sexually intact dogs that are four months of age or older.

There is no direct relation between the capacity of a kennel facility and the quality, cleanliness, and care standards to which it is operated. Individual facilities have specific designed capacities, and must be permitted to operate within their design in order to remain solvent. Professional trainers and handlers travel throughout the country following competition circuits. They frequently travel with more than 25 dogs in their charge. Because their primary client base consists of professional breeders, they have charge of intact dogs. It must be recognized that the fact that a dog is sexually intact, does not mean that it is being used for breeding.

A blanket capacity restriction will cause severe hardship for full-time professional trainers, handlers, and boarding kennels. These businesses cannot generate sufficient revenue to operate if they are subject to limits less than the design of their facilities. The number of dogs that an individual should be limited to, should only be a function of their facility's design.

Section 1.3.a through 1.3.b A person that owns, possesses, controls or otherwise has charge of at the same time 10 or more sexually intact dogs that are four months of age or older shall, in addition to providing minimum care as defined in ORS 167.310:

This numeration (10 or more...) is illogical in its application to sexually intact dogs only. If assumption number one (1) above is correct, then a standard to prevent overcrowding should apply to all dogs, regardless of their status as intact or altered. The numeration also implies that it is acceptable to overcrowd dogs, provided there are fewer than ten (10) at a given location.

Most damaging, is the fact that section 1.3.a-b does not provide differentiation between permanent housing such as a primary kennel facility, and temporary housing such as portable kennels used for transportation and housing at organized dog events and for personal transportation of pets. Without exception for temporary or portable kennels, this bill would make all established standards for travel – including commercial air travel and temporary dog containment illegal in Oregon. Commercial air carrier standards and highway vehicles that are specifically designed for dogs and used by professional handlers, trainers, and breeders – as well as dog trucks currently operated by the state’s animal control agencies, would be illegal.

Consequently, millions of dollars each year could be driven away from Oregon’s economy from the loss of organized dog sporting events, and the failure of small professional businesses.

Section 1.3.c, and section 1.4 Provide each dog that is four months of age or older with at least two daily exercise periods totaling two or more hours in length, except as provided in subsection (4) of this section.

(4) For purposes of subsection (3)(c) of this section, an exercise period must include the removal of the dog from the enclosure and allowing the dog to walk during the entire period. The use of a treadmill or other device does not constitute allowing the dog to walk unless the use of the treadmill was prescribed for that dog by a veterinarian. Subsection (3)(c) of this section does not apply to a dog that has been certified by a veterinarian as being medically precluded from exercise.

There is no single exercise prescription that is appropriate for all dogs. Exercise needs are influenced by each dog’s individual health, diet, conditioning, temperament, breed, age, size, and countless environmental factors. Such needs can only be determined on an individual basis, and are only valid for a specific life stage. A determination as to whether or not any dog is provided its minimum necessary exercise can only be made by expert examination of the individual dog, and with reference to contemporary conditions. Any one-size-fits-all prescription would result in insufficient exercise for some dogs and serious harm – possibly death for others.

It is unreasonable for law to burden dog owners with a requirement to pay a veterinarian for an exercise exemption. No veterinarian would prescribe a single routine for all dogs. No law should make the attempt either.

Section 1.5 This section [section 1.4] does not apply to:

- (a) An animal control agency, humane society or animal shelter;
- (b) A veterinary facility;
- (c) A retail pet store; or
- (d) A research facility.

Please revisit section 1.5 with reference to the fact that retail pet stores are the primary customers of puppy mills, and that puppy mills are the primary source of puppies sold by pet stores. Retailers provide the demand for puppies that quality breeders will not supply. Responsible breeders do not and will not sell their puppies to or through a pet store, because they are unable to screen and select homes for their puppies through a third party.

Although a retailer's display is clean and visible to the public, the suppliers of the puppies in those displays are neither visible or accountable. Pet stores are a laundering front for puppy mills. Retailers promote impulse purchases of low quality puppies that later become unwanted and unhealthy dogs. Pet stores should be targeted by this bill - not exempted from it.

A practical solution would be to prohibit retailers from selling any puppy or dog that did not come to them from an animal control agency or rescue organization. This would curtail the market for puppy mill breeders, assist rescue agencies in placing homeless dogs, and because most of the dogs available through rescue agencies are mature, impulse buyers would buy fewer puppies that might outgrow their cuteness.

Section 2.3. ) (a) 'Pet dealer' means a person that during a 12-month period sells, offers for sale, barter or exchanges more than the greater of:

- (A) Twenty dogs; or
- (B) Three litters of dogs.

The differentiation between puppy mill and quality breeder is not the number of puppies or litters produced. The differences are accurately represented by:

1. The number of puppies sold – not the number whelped, and not the number of litters. Labrador Retrievers can whelp ten or more puppies in one litter, whereas Bulldogs typically have only two to four pups in a litter. Two litters could put the Labrador breeder over the limit of 2.3.A. Also consider that the breeder who breeds for the purpose of genetic refinement does not sell the entire litter. A litter of eight pups would result in only six or seven being sold.
2. the level of care including veterinary and socialization that the dogs are provided.
3. the cleanliness, general maintenance, and adequacy of facilities with respect to the safety, security, comfort, and health of the dogs.
4. the sufficiency and quality of living space each dog is provided, including exercise space.
5. the degree of responsibility given to genetic selectivity toward the progressive reduction of genetic defects.

6. the ongoing responsibility taken by the breeder as measured by the effectiveness of his customer screening and selection practices, and his willingness to retain responsibility for the dogs he sells throughout the lives of the dogs.
7. The responsibility to the customer and to the community as a function of the terms under which dogs are sold and accounted for after the sale.

All of the above are material and measurable. If you agree the above list represents criteria that better separate the puppy mill from the responsible breeder it should protect, then the numeric values in section 2.3 should be replaced by metrics of the listed criteria. Responsible breeders should not be restricted to a maximum number of puppies or litters. Those restrictions stifle the progress of genetic refinement, and have no bearing on the breeder's accountability.

**Section 3** A pet dealer may not sell, barter or exchange a dog unless the dog has been examined by a veterinarian within the preceding 30 days.

This is an ineffective cost burden for any breeder.

Puppies up to 35 – 40 days of age have underdeveloped immune systems and are extremely susceptible to disease. A puppy does not complete its full series of worming and vaccinations until approximately 16 weeks of age – that is nine (9) weeks after the age at which it should be placed with its buyer. Until all vaccinations are complete, the puppy is susceptible to the diseases for which the vaccinations are administered. A young puppy's health status can change from normal to life threatening in a matter of hours. Therefore, a veterinarian's examination of a puppy 30 days before it is old enough to be placed with its buyer is no indication of the puppy's health at the time it is transferred to the buyer. If more than only a few days old, the check up is invalid.

A better means for buyer assurance, is for the buyer to pre-schedule a well-puppy visit with a veterinarian of his choosing, so that within 48 hours of the time he takes possession of the puppy, his own veterinarian can perform an examination. This provides the buyer with assurance that he received a healthy puppy, it protects the seller from a buyer making a claim for a condition that occurred or was caused after the buyer took possession, and it establishes an essential relationship between the buyer and a veterinarian. If the veterinarian discovers a health condition on that first visit that would constitute a misrepresentation of the dog's fitness to the buyer, the buyer may return the dog to the breeder for a full refund of his purchase price plus the veterinary fee for diagnosis. If the veterinarian finds the dog to be of normal health, then the seller is protected against the possibility of false claims. Both parties are protected.

**Section 5. b** Within two years after the customer acquires the dog, a veterinarian states in writing that the dog has, or that the dog died as a result of, a congenital or hereditary defect adversely affecting the health of the dog or requiring hospitalization or nonelective surgical procedures. Section 5b effectively holds a breeder responsible for failure to perform the impossible.

Hip and elbow dysplasia, and some cardio-pulmonary irregularities are often not present or detectable until a dog reaches physical maturity. Skeletal dysplasia is influenced by the conditions under which a dog is kept and handled while the dog is growing from puppy to adult. Once dysplasia is diagnosed, it is often not possible to determine with surety, whether it was a hereditary certainty, or merely a potential that was induced by environmental conditions.

Therefore, a breeder can sell a puppy having no indications of dysplasia at the time of its transfer to the buyer, that if properly cared for during its growth would be free of biomechanical defects as an adult. But, it is also possible for that same puppy to develop dysplasia during its critical growth stage if the owner subjects it to an adverse environment and or improper diet.

Other material considerations with respect to genetic guarantees:

- It is at this time impossible to eradicate hip and elbow dysplasia. It is a genetically recessive condition capable of skipping many generations.
- The rate of occurrence varies among dog breeds. OFA reports 47% of St. Bernards, are affected while for Doberman Pinschers the occurrence is 6.1%.

The important points are that even the most conscientious breeding practices cannot preclude genetic imperfection. Many imperfections are not detectable in pre-adult dogs. Some hereditary potentials can be manifested by dog care and environment. A breeder's risk is a function of the breed of dog he produces – regardless of his diligence to genetic screening and selectivity. Every breed of dog is affected by dysplasia.

In light of all the above, no reasonable law would impose liabilities on a breeder for producing dogs with congenital or hereditary defects, or for failure to disclose the existence of a defect before it becomes present or detectable. A two-year genetic perfection guarantee for a buyer, coupled with the remedies provided in this bill, is effectively only a guarantee that every breeder will at some time be sued.

A reasonable and practical solution would be to hold breeders accountable for proving to buyers that appropriate measures are practiced toward minimizing the likelihood of said defects. Appropriate screening varies among different breeds. Breed specific screening can be established by data readily available through the AKC and AKC licensed breed clubs. For example, breeders of Labrador Retrievers and Golden Retrievers should provide buyers with copies of OFA, CERF, and Optigen clearances for the parents of the puppy being sold.

Responsible breeders have been doing this for years, and would support the practice being made mandatory for all breeders.