

DOCKET NO. HHD-CV-22-6153958-S : SUPERIOR COURT
 MARYANNE HORNISH, ET AL. :
 : JUDICIAL DISTRICT OF HARTFORD
 v. :
 : AT HARTFORD
 TOWN OF SUFFIELD, ET AL. : MAY 19, 2023

MEMORANDUM OF DECISION ON
 PLAINTIFFS' MOTION FOR SUMMARY JUDGMENT


The plaintiffs seek partial summary judgment on the Town of Suffield's counterclaim for recovery of fees the town paid for the detention and care of the plaintiffs' dog, Dexter.

The standards governing motions for summary judgment are well established and need not be repeated at length. "Practice Book § 17-49 provides that summary judgment shall be rendered forthwith if the pleadings, affidavits and any other proof submitted show that there is no genuine issue as to any material fact and that the moving party is entitled to judgment as a matter of law. In deciding a motion for summary judgment, the trial court must view the evidence in the light most favorable to the nonmoving party." (Internal quotation marks omitted.) *Graham v. Commissioner of Transportation*, 330 Conn. 400, 414-15, 195 A.3d 664 (2018).

The parties have stipulated several facts and broadly agree that the facts relevant to the plaintiffs' motion are undisputed. The court finds that the following facts are undisputed:

The plaintiffs are residents of the Town of Suffield (town) and owners of a dog named Dexter. At all times relevant to this case, the town did not operate a functional animal control facility. The town entered into a written agreement with the defendant River Valley Animal Center, LLC (River Valley) to serve as the town's animal control facility on October 21, 2020.

FILED
 2023 MAY 19 PM 4 17
 OFFICE OF THE CLERK
 SUPERIOR COURT
 HARTFORD, CT

166.00 

On November 6, 2019, Dexter was involved in what the parties label an “incident” that resulted in the death of a woman while she was at the plaintiffs’ home. The town’s Animal Control Officer, Ryan Selig, issued a rabies quarantine order to the plaintiffs. Pursuant to the quarantine order, Dexter was taken into the town’s care and custody and placed at River Valley. On November 14, 2019, Selig issued a disposal order requiring the plaintiffs to have Dexter disposed of by a licensed veterinarian no later than November 28, 2019. The plaintiffs appealed the disposal order to the Connecticut Department of Agriculture, which upheld the order. The plaintiffs appealed the Department of Agriculture’s decision to the Superior Court, and that appeal remains pending.

Dexter has remained under the care and custody of River Valley since the issuance of the quarantine order on November 6, 2019. The plaintiffs paid approximately \$40,000 to River Valley for Dexter’s impoundment for the period spanning November 16, 2019, through December 31, 2021.

The plaintiffs filed suit against the town and River Valley to recover the amounts they paid for Dexter’s impoundment. The town filed a counterclaim to recover from the plaintiffs amounts the town paid to River Valley for Dexter’s impoundment for the period beginning January 1, 2022.

In its counterclaim, the town claims that, pursuant to General Statutes §§ 22-358 (c) and 22-333, the plaintiffs, as owners of Dexter, are obligated to pay all fees incurred for Dexter’s impoundment at River Valley and seeks to require the plaintiffs to reimburse the town for amounts the town has paid to River Valley. The plaintiffs argue that the applicable statutes do not make them responsible for the costs of impounding Dexter beyond the initial, ten-day rabies

quarantine period and, therefore, that the town's counterclaim fails as a matter of law. The dispute turns on interpretation of the relevant statutes.

"The meaning of a statute shall, in the first instance, be ascertained from the text of the statute itself and its relationship to other statutes. If, after examining such text and considering such relationship, the meaning of such text is plain and unambiguous and does not yield absurd or unworkable results, extratextual evidence of the meaning of the statute shall not be considered." General Statutes § 1-2z.

General Statutes § 22-358 (c) provides, in relevant part: "The commissioner, the Chief Animal Control Officer, any animal control officer, **any municipal animal control officer** or any regional animal control officer **may make any order concerning the restraint or disposal of any biting dog, cat or other animal as the commissioner or such officer deems necessary. . . . The owner of such animal shall pay all fees as set forth in section 22-333. . . . Any order issued pursuant to this section that requires the restraint of an animal shall be effective upon its issuance and shall remain in effect during any appeal of such order to the commissioner. . . .**" (Emphasis added.).

General Statutes § 22-333 provides: "Any dog, cat or other animal captured or impounded under the provisions of this chapter shall be redeemed by the owner or keeper thereof, or the agent of such owner or keeper, upon proper identification, and, if the animal in question is a dog, upon presentation to the municipal animal control officer of a license and tag for such dog, and upon the payment by such owner or keeper or his agent of (1) the redemption fee established by the municipality, which shall not exceed fifteen dollars, and (2) the cost of advertising incurred under the provisions of section 22-332; provided no dog, cat or other animal seized for doing damage under the provisions of section 22-355 shall be released except upon

written order of the commissioner, the Chief Animal Control Officer or an animal control officer. When the owner or keeper of any such impounded dog, cat or other animal fails to redeem such dog, cat or other animal within twenty-four hours after receiving notification to do so, or, where the owner was unknown, within twenty-four hours after notification was effected by means of publication in a newspaper, such owner or keeper shall pay, in addition to such redemption fee and the cost of advertising, the amount determined by the municipality to be the full cost of detention and care of such impounded dog, cat or other animal. **The owner or keeper of any dog, cat or other animal impounded for the purposes of quarantine, as set forth in sections 22-358 and 22-359, shall pay the amount determined by the municipality to be the full cost of detention and care of such quarantined animal.** In addition, any owner or keeper of any such impounded dog, cat or other animal who fails to redeem such dog, cat or other animal within one hundred twenty hours after receiving notification to do so shall have committed an infraction. The legislative body of the municipality shall set any fees imposed by the municipality under this section.” (Emphasis added.).

The plaintiffs argue that § 22-333 requires a dog owner to pay the cost of detention of the dog only when the dog is impounded for the purpose of quarantine and that Dexter is not impounded for the purpose of quarantine, therefore, there is no statutory authorization for the town to require the plaintiffs to pay the costs of Dexter’s detention pursuant to the November 14, 2019 disposal order.

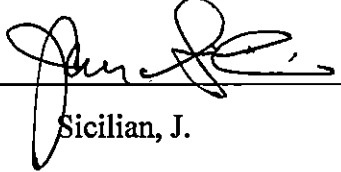
The term “quarantine” is not defined in Chapter 435 of the General Statutes, which governs “Dogs and other Companion Animals, Kennels and Pet Shops” and which contains §§ 22-333 and 22-358. Still, the plaintiffs argue that the term “is clear and limited” and point to General Statutes § 19-131 (9), a section of Chapter 368a titled “Public health emergency

response authority. Definitions.” That section defines “quarantine” “as used in sections 19a-131 to 191-131i, inclusive, and section 19a-221” to mean “the physical separation and confinement of” humans who have been exposed to a communicable disease or are contaminated “to prevent transmission to the general public.” General Statutes § 19a-131 (9). The town, while acknowledging that the term “quarantine” is “often used in reference to disease-prevention measures,” notes that it has broader meanings, including “a state of enforced isolation.” See Merriam-Webster.com Dictionary, “quarantine,” available at <https://www.merriam-webster.com/dictionary/quarantine>, last visited May 19, 2023. The town also points to definitions of “quarantining” to mean “to isolate from normal relations or communication” such as to “quarantine an aggressor;” id.; and “to exclude, detain, or isolate for political, social, or hygienic reasons.” See Dictionary.com, “quarantine,” available at <https://www.dictionary.com/browse/quarantine>, last visited May 19, 2023.

The plaintiffs’ contention for a narrow understanding of “quarantine as used in § 22-333” fails when, as the plain meaning rule of § 1-2z mandates, the terms of that section are considered in relationship to General Statutes §§ 22-358 (c) and 22-359. Section 22-358 authorizes a municipal animal control officer to “make any order concerning the restraint or disposal of any biting dog” and provides that “[t]he owner of such animal shall pay all fees as set forth in section 22-333.” Section 22-358 does not use the word “quarantine.” Section 22-359 provides, in relevant part: “Whenever a person . . . has been bitten or attacked by a dog . . . any state, municipal or regional animal control officer shall quarantine such biting or attacking dog . . . for ten days. . . . The costs of any such quarantine . . . shall be the responsibility of the owner or keeper of the any animal quarantined or confined pursuant to this section.” Section 22-333 requires the owner or keeper of a dog to pay “the full cost of detention and care” for any “animal

impounded for the purposes of quarantine, as set forth in sections 22-358 and 22-359” If, as the plaintiffs argue, “quarantine” as used in § 22-333 applied only to an animal quarantined for rabies control, the reference in § 22-333 to animals impounded “as set forth in [§] 22-358” would have no application. “It is a basic tenet of statutory construction that the legislature does not intend to enact meaningless provisions. . . . Every word and phrase [in a statute] is presumed to have meaning, and we do not construe statutes so as to render certain words and phrases surplusage.” (Internal quotation marks omitted.) *Fiona C. v. Kevin L.*, 166 Conn. App. 844, 852, 143 A.3d 604 (2016). The plaintiffs’ proffered interpretation of the applicable statutes is contrary to this basic tenet of statutory construction and, therefore, must be rejected.

The plaintiffs have not established that they are entitled to judgment as a matter of law on the town’s counterclaim. The plaintiffs’ motion for summary judgment is denied.


Sicilian, J.

Checklist for Clerk

Docket Number: HHD-CV-22-6153958-S

Case Name: Maryanne Hornish, Et Al. v.
Town of Suffield, Et Al.

Memorandum of Decision dated: 5/19/23

File Sealed: Yes No X

Memo Sealed: Yes No X

**This Memorandum of Decision may be
released to the Reporter of Judicial Decisions
for Publication XXXX**

**This Memorandum of Decision may NOT be
released to the Reporter of Judicial Decisions
for Publication**

\\CO95\Common\Hartford JD Policy Manual\Sealed files\MOD memo.doc

FILED
2023 MAY 19 PM 4 17
OFFICE OF THE CLERK
SUPERIOR COURT
HARTFORD J.D.



State of Connecticut Judicial Branch Superior Court Case Look-up



Superior Court Case Look-up
Civil/Family
Housing
Small Claims

**☞ HHD-CV22-6153958-
S HORNISH, MARYANNE Et Al v. TOWN OF SUFFIELD Et Al**

Prefix: HD4 Case Type: M90 File Date: 04/04/2022 Return Date: 04/19/2022

[Case Detail](#) | [Notices](#) | [History](#) | [Scheduled Court Dates](#) | [E-Services Login](#) | [Screen Section Help](#) | [Exhibits](#)

[To receive an email when there is activity on this case, click here.](#) ☞

Attorney/Firm Juris Number Look-up ☞

Case Look-up
By Party Name
By Docket Number
By Attorney/Firm Juris Number
By Property Address

Information Updated as of: 05/19/2023

Case Information

Short Calendar Look-up
By Court Location
By Attorney/Firm Juris Number
Motion to Seal or Close
Calendar Notices

Case Type: M90 - Misc - All other
Court Location: HARTFORD JD
List Type: No List Type
Trial List Claim:
Last Action Date: 05/12/2023 (The "last action date" is the date the information was entered in the system)

Court Events Look-up
By Date
By Docket Number
By Attorney/Firm Juris Number

Disposition Information

Disposition Date:
Disposition:
Judge or Magistrate:

Legal Notices
Pending Foreclosure Sales ☞

Party & Appearance Information

Understanding
Display of Case Information
Contact Us

Party	No Fee Party	Category
P-01 MARYANNE HORNISH Attorney: ☞ O'SULLIVAN MCCORMACK JENSEN & BLISS PC (407344) File Date: 04/04/2022 180 GLASTONBURY BLVD SUITE 210 GLASTONBURY, CT 06033		Plaintiff
P-02 NEIL HORNISH Attorney: ☞ O'SULLIVAN MCCORMACK JENSEN & BLISS PC (407344) File Date: 04/04/2022 180 GLASTONBURY BLVD SUITE 210 GLASTONBURY, CT 06033		Plaintiff
D-01 TOWN OF SUFFIELD Attorney: ☞ CONWAY STOUGHTON LLC (421209) File Date: 04/19/2022 641 FARMINGTON AVENUE HARTFORD, CT 06105 Attorney: ☞ BLACKBURN & DONNELLY LLC (413638) File Date: 04/21/2022 2 CONCORDE WAY BLDG 3C PO BOX 608 WINDSOR LOCKS, CT 060963216		Defendant
D-02 RIVER VALLEY ANIMAL CENTER, LLC Attorney: ☞ ROBERT JOSEPH WILLIAMS JR (400924) File Date: 04/21/2022 123 MOUNTAIN ROAD SUFFIELD, CT 060782080		Defendant

Viewing Documents on Civil, Housing and Small Claims Cases:

If there is an ☞ in front of the docket number at the top of this page, then the file is electronic (paperless).

- Documents, court orders and judicial notices in electronic (paperless) civil, housing and small claims cases with a return date on or after January 1, 2014 are available publicly over the internet.* For more information on what you can view in all cases, view the [Electronic Access to Court Documents Quick Card](#).
- For civil cases filed prior to 2014, court orders and judicial notices that are electronic are available publicly over the internet. Orders can be viewed by selecting the link to the order from the list below. Notices can be viewed by clicking the Notices tab above and selecting the link.*
- Documents, court orders and judicial notices in an electronic (paperless) file can be viewed at any judicial district courthouse during normal business hours.*
- Pleadings or other documents that are not electronic (paperless) can be viewed only during normal business hours at the Clerk's Office in the Judicial District where the case is located.*
- An Affidavit of Debt is not available publicly over the internet on small claims cases filed before October 16, 2017.*



Comments

FILED
2023 MAY 19 PM 4 17
OFFICE OF THE CLERK
SUPERIOR COURT
HARTFORD J.D.